

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Request for Proposals: RFP-4277-09/RTB - Neighborhood Stabilization Program

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Robert Bradley

EXT: 7113

MOTION/RECOMMENDATION:

Award RFP-4277-09/RTB - Neighborhood Stabilization Program to Clarkson Concepts, Inc., of Longwood, Florida; Miller Construction Services, LLC, of Sanford, Florida; Ruby Builders, Inc., of Orlando, Florida; Woodard Construction, Co., of Orlando, Florida, for the Resale portion of the program, and Clarkson Concepts, Inc., of Longwood, Florida; Miller Construction Services, LLC, of Sanford, Florida, for the Rental portion of the program (Estimated grant funded amount of \$7,019,514.00); and authorize the County Manager to execute the agreement.

County-wide

Ray Hooper

BACKGROUND:

RFP-4277-09/RTB will provide the County with organizations that acquire abandoned or vacant foreclosed upon properties for resale or rental to low, moderate and middle income qualified households. The total grant funded budget provided by the Neighborhood Stabilization Program (NSP) for this project is \$7,019,514.00.

Under the Agreement, the County would provide an amount not exceeding \$120,000.00 for low income, \$140,000.00 for moderate income and \$167,000.00 for middle income families for each approved unit at the time of acquisition, and may also provide an amount not less than \$3,500.00 (and not exceeding \$15,000.00) for the rehabilitation of each unit upon approved invoicing. Developers will receive compensation for successful completion of the project scope in the form of a Developer's Fee, which resulted from blending the submitted Fee Schedules from the recommended firms. This fee has been designated on a per unit basis in the amount of \$11,536.83 for the Resale portion of the program, and in the amount of \$9,564.33 for Rental portion of the program. The County's blended Fee Schedule is included as Exhibit 'B' under both the attached examples for the Resale and Rental Award Agreements.

The project was publicly advertised and prospective Developers were required to submit separate submittal packages for the resale of single-family homes, and for the resale of rental or group homes. The County received twelve (12) submittals for the resale of single-family homes, of which three (3) were determined to be non-responsive, and six (6) submittals for the resale of rental or group homes, of which three (3) were found non-responsive. The following responsive submittals are listed in alphabetical order:

Resale

- Allure Homes, LLC

- Atlantic Energy Solutions, Inc.
- The Center for Affordable Housing
- City of Sanford
- Clarkson Concepts, Inc.
- Corinthian Builders, Inc.
- Miller Construction Services, LLC
- Ruby Builders, Inc.
- Woodard Construction

Rental

- The Center for Affordable Housing
- Clarkson Concepts, Inc.
- Miller Construction Services, LLC

The Evaluation Committee, which consisted of Michele Saunders, Community Services Director; Ricardo Soto-Lopez, Program Manager I/HUD; Buddy Balagia, Project Manager I; Leo Luttig, Business Manager, all from the Community Services Department, and Sabrina O'Bryan, Assistant County Manager, evaluated the submittals giving consideration to the following criteria:

- Qualifications and Experience
- Similar Project Experience
- Approach to Work
- Financial Qualifications/Cost

On May 20, 2009, the City of Sanford filed a formal protest under this solicitation, and the determination by the Purchasing & Contract Manager is included with this Agenda item. The Evaluation Committee recommends award of Master Agreements to Clarkson Concepts, Inc., of Longwood, Florida; Miller Construction Services, LLC, of Sanford, Florida; Ruby Builders, Inc., of Orlando, Florida; Woodard Construction, Co., of Orlando, Florida; for the estimated grant funded amount of \$7,019,514.00. Corinthian Builders, Inc. of Lake Mary, Florida, had also been recommended for award under the Resale portion of the program, but the firm declined to accept the blended Developer's Fee.

The completion date for the Developer to fully perform the project scope is June 30, 2010, and the Termination Date of the Agreement is September 3, 2010. The Termination Date provides additional time for finalization of documentation and contract administration between the County and the Federal Government. The backup documentation includes the Tabulation Sheet, and the Evaluation Summary & Scoring Sheets for both the Resale and Rental submittals.

This is a grant-funded project and funds will be available in Affordable Housing 05/06 - Aid to Private Organizations (Account #066706.580821).

STAFF RECOMMENDATION:

Staff recommends that the Board award RFP-4277-09/RTB - Neighborhood Stabilization Program to Clarkson Concepts, Inc., of Longwood, Florida; Miller Construction Services, LLC, of Sanford, Florida; Ruby Builders, Inc., of Orlando, Florida; Woodard Construction, Co., of Orlando, Florida, for the Resale portion of the program, and Clarkson Concepts, Inc., of Longwood, Florida; Miller Construction Services, LLC, of Sanford, Florida, for the Rental portion of the program (Estimated grant funded amount of \$7,019,514.00); and authorize the County Manager to execute the agreement.

ATTACHMENTS:

1. RFP-4277-09_RT B - Backup Documentation
2. 5-29-09 - Protest Determination (City of Sanford)
3. Resale Agreement
4. Rental Agreement

Additionally Reviewed By:

☒ County Attorney Review (Arnold Schneider)

**B.C.C. - SEMINOLE COUNTY, FL
RFP TABULATION SHEET**

RFP NUMBER: RFP-4277-09/RTB

RFP TITLE: Neighborhood Stabilization Program (NSP)
Resale of Single Family Homes

DUE DATE: April 15, 2009, 2:00 P.M

ALL SUBMITTALS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. RFP DOCUMENTS FROM THE PROPOSERS LISTED HEREIN ARE THE ONLY SUBMITTALS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER RFP DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

RESPONSE -1-	RESPONSE -2-	RESPONSE -3-	RESPONSE -4-
Allure Homes L. L. C. 1441 Ronald Reagan Blvd Longwood, FL 32750 407-209-8501 phone 407-774-4078 fax	Atlantic Energy Solutions, Inc. 92 Congress Street, 2 nd FL Sarasota Spring, NY 12866 518-587-3252 phone 518-587-4328 fax	The Center for Affordable Housing 2524 S. Park Avenue Sanford, FL 32773 407-323-3268 phone 407-323-3800 fax	Clarkson Concepts, Inc. 106 Riverbend Blvd. Longwood, FL 32779 407-929-0755 phone 407-386-7899 fax
RESPONSE -5-	RESPONSE -6-	RESPONSE -7-	RESPONSE -8-
City of Sanford 300 N. Park Avenue Sanford, FL 32771 407-688-5001 phone 407-688-5002 fax	Corinthian Builders, Inc. P. O. Box 950850 Lake Mary, FL 32798-0850 407-403-5658 phone 407-322-8641 fax	NON-RESPONSIVE The Gebelhoff Group of Companies, LLC 5180 Dorwin Place Orlando, FL 32814 407-439-1618 phone 407-803-8885 fax	Miller Construction Services LLC 8241 Via Bonita Street Sanford, FL 32771 407-222-0692 phone 407-264-6284 fax
RESPONSE -9-	RESPONSE -10-	RESPONSE -11-	RESPONSE -12-
NON-RESPONSIVE One Stop Solution, Inc. 7154 N. University Drive, Suite 115 Tamarac, FL 33321 800-601-3507 phone 800-709-5701 fax	NON-RESPONSIVE RLH Construction Company 1843 McCarthy Avenue Sanford, FL 32771 407-330-7104 phone 407-328-8055 fax	Ruby Builders, Inc. 3939 Silver Star Road Orlando, FL 32808 407-293-8217 x110 phone 407-293-6481 fax	Woodard Construction Co P.O. Box 536415 Orlando, FL 32853 321-436-7300 phone 407-657-6094 fax

Reasons for Non-Responsive Determination: **The Gebelhoff Group of Companies, LLC (Financial Qualifications) One Stop Solution, Inc. (Failure to Acknowledge Addendum); RLH Construction Company (Failure to utilize addendum information, improper Fee Schedule submitted)**
Tabulated by: Robert T. Bradley, Procurement 4/22/2009

EVALUATION MEETING May 14, 2009 @ 10:00 AM - 1101 East First Street, RM 3208, Sanford, FL 32771

Criteria: Qualifications and Experience; Similar Project Experience; Approach To Work; Financial Qualifications / Cost

RECOMMENDATION OF AWARD: **The Evaluation Committee agrees to recommend award to the following:**

Clarkson Concepts, Inc.; Miller Construction Services, LLC; Ruby Builders, Inc.; Woodard Construction, Co.
~~Corinthian Builders, Inc.~~ (Firm declined to accept County's blended Fee Schedule)

BCC MEETING: June 23, 2009 (Revised and Posted by Bob Hunter, 6/5/09, 12:15 P.M. Eastern)

**B.C.C. - SEMINOLE COUNTY, FL
RFP TABULATION SHEET**

RFP NUMBER: RFP-4277-09/RTB

RFP TITLE: Neighborhood Stabilization Program (NSP)
Resale or Rental of Group Homes

DUE DATE: April 15, 2009, 2:00 P.M

ALL SUBMITTALS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. RFP DOCUMENTS FROM THE PROPOSERS LISTED HEREIN ARE THE ONLY SUBMITTALS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER RFP DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

RESPONSE -1-	RESPONSE -2-	RESPONSE -3-	RESPONSE -4-
The Center for Affordable Housing 2524 S. Park Avenue Sanford, FL 32773 407-323-3268 phone 407-323-3800 fax	Clarkson Concepts, Inc. 106 Riverbend Blvd. Longwood, FL 32779 407-929-0755 phone 407-386-7899 fax	NON-RESPONSIVE The Gebelhoff Group of Companies, LLC 5180 Dorwin Place Orlando, FL 32814 407-439-1618 phone 407-803-8885 fax	Miller Construction Services LLC 8241 Via Bonita Street Sanford, FL 32771 407-222-0692 phone 407-264-6284 fax
RESPONSE -5- NON-RESPONSIVE	RESPONSE -6- NON-RESPONSIVE		
One Stop Solution, Inc. 7154 N. University Drive, Suite 115 Tamarac, FL 33321 800-601-3507 phone 800-709-5701 fax	RLH Construction Company 1843 McCarthy Avenue Sanford, FL 32771 407-330-7104 phone 407-328-8055 fax		

Reasons for Non-Responsive Determination: **The Gebelhoff Group of Companies, LLC (Financial Qualifications) One Stop Solution, Inc. (Failure to Acknowledge Addendum); RLH Construction Company (Failure to utilize addendum information, improper Fee Schedule submitted)**

Tabulated by: Robert T. Bradley, Procurement Analyst 4/22/2009

Updated by: Robert T. Bradley, Procurement Analyst 5/14/09

EVALUATION MEETING May 14, 2009 @ 10:00 AM - 1101 East First Street, RM 3208, Sanford, FL 32771

Criteria: Qualifications and Experience; Similar Project Experience; Approach To Work; Financial Qualifications / Cost

RECOMMENDATION OF AWARD: The Evaluation Committee agrees to recommend award to the following:

Clarkson Concepts, Inc.; Miller Construction Services, LLC

BCC MEETING: June 23, 2009

(Revised and Posted by Bob Hunter, 6/5/09, 12:15 P.M. Eastern)

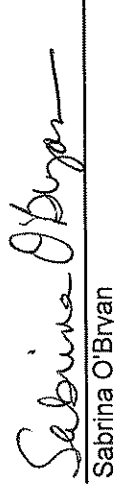
EVALUATION RANKINGS
RFP-4277-09/RTB - Neighborhood Stabilization Program (NSP)

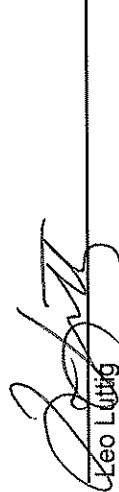
	Buddy Balagia	Leo Luttig	Sabrina O'Bryan	Michele Saunders	Ricardo Soto-Lopez	TOTAL POINTS	RANKING
Allure Homes, LLC	9	8	9	8	8	42	9
Atlantic Energy Solutions, Inc.	8	5	8	2	9	32	7
The Center for Affordable Housing	7	2	7	5	5	26	6
Clarkson Concepts, Inc.	4	6	2	6	6	24	4
City of Sanford	3	9	6	9	7	34	8
Corinthian Builders, Inc.	2	7	4	7	4	24	4
Miller Construction Services, LLC	1	1	5	1	3	11	1
Ruby Builders, Inc.	5	4	3	3	2	17	3
Woodard Construction Co.	6	3	1	4	1	15	2

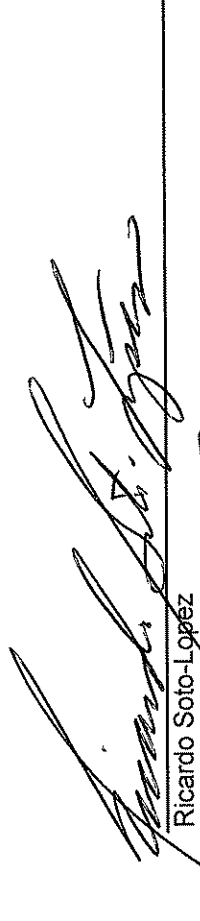
The Evaluation Committee agrees to short-list the following:

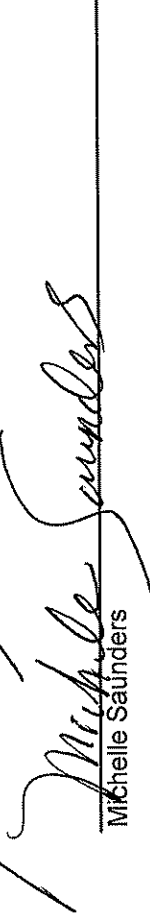
1. Miller Construction Services, LLC
2. Woodard Construction Co.
3. Ruby Builders, Inc.
4. Corinthian Builders, Inc.
5. Clarkson Concepts, Inc.


 Buddy Balagia


 Sabrina O'Bryan


 Leo Luttig


 Ricardo Soto-Lopez


 Michelle Saunders

RFP-4277-09/RTB - Neighborhood Stabilization Program

Resse

SUBMITTAL COMPANY NAME:

MILLER CONST.

QUALIFICATION COMMITTEE MEMBER:

B. B. ANAUA

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

*Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience:

(15)

Good experience of Team.

Score 11
(0-15)

Similar Project Experience:

(10)

PROJECT NOT NECESSARILY SIMILAR

Score 8
(0-10)

Approach to Work:

(50)

PLEASE OUTLINE STRENGTHS OF WORK. VERY GOOD MEMORANDUM
GOOD TEAM

Score 46
(0-50)

Financial Qualifications/Cost:

(25)

GOOD L.O.C. RESIDENCE FEE

Score 22
(0-25)

Ranking 1

Total Score (0-100)

87

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME:

Continuum

Resse

QUALIFICATION COMMITTEE MEMBER:

B. Brouce

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

***Describe strengths, weaknesses and deficiencies to support your assessment.**

Qualifications and Experience:

(15)

Extensive experience.

Score 13
(0-15)

Similar Project Experience:

(10)

Extensive similar experience. Does work for Sen Co.

Score 9
(0-10)

Approach to Work:

(50)

Very amiable team. Fairly aggressive plan. Good EE.

Score 46
(0-50)

Financial Qualifications/Cost:

(25)

Good local cost estimate (local not incl).
Very high fees

Score 18
(0-25)

Ranking 2

Total Score (0-100) 86

RFP-4277-09/RTB - Neighborhood Stabilization Program

Resse

SUBMITTAL COMPANY NAME:

Santons

QUALIFICATION COMMITTEE MEMBER:

B. Brouce

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

*Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience:

(15)

Good CDBG & H&G needs experience. Excellent team. A

Score 14
(0-15)

Similar Project Experience:

(10)

Projects not too similar - except yearning.

Score 7
(0-10)

Approach to Work:

(50)

Unhappy needs scenario. Good P&N. Santons only?

Score 45
(0-50)

Financial Qualifications/Cost:

(25)

Sufficient resources. Good # Brouce. Some fees seem ~~too~~ low.
Aco fee seem very high.

Score 19
(0-25)

Ranking 3

Total Score (0-100) 85

RFP-4277-09/RTB - Neighborhood Stabilization Program

Re Sale

SUBMITTAL COMPANY NAME:

Clackson Concepts

QUALIFICATION COMMITTEE MEMBER:

B. B. B. B. B.

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

*Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience:

(15)

Good renovation experience.

Score 11
(0-15)

Similar Project Experience:

(10)

Basic renovation experience.

Score 8
(0-10)

Approach to Work:

(50)

Good project success. Experienced team.

Score 45
(0-50)

Financial Qualifications/Cost:

(25)

High A.C. Fee (needs to come down). Good L.O.C.

Score 20
(0-25)

Ranking

4

Total Score (0-100)

84

Ressie

SUBMITTAL COMPANY NAME:

Ruby Brant

QUALIFICATION COMMITTEE MEMBER:

B. BrantEVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

***Describe strengths, weaknesses and deficiencies to support your assessment.**

Qualifications and Experience:

(15)

Extensive report experience (3,000+)
Good Team.

Score 13
(0-15)

Similar Project Experience:

(10)

Good problem experience. Similar experience (rehab).

Score 8
(0-10)

Approach to Work:

(50)

Slow Service?

Score 42
(0-50)

Financial Qualifications/Cost:

(25)

Excellent resources. Most things free.

Score 17
(0-25)

Ranking 5Total Score (0-100) 80

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME:

Woburn Construction

Redore

QUALIFICATION COMMITTEE MEMBER:

B. Briscoe

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

*Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience:

(15)

Good renovation experience.

Score 11
(0-15)

Similar Project Experience:

(10)

CDBG experience (Lynn Pl.)

Score 8
(0-10)

Approach to Work:

(50)

Good rehab schedule. Max. 16 weeks. Experience @ Bay/
Pl. Add more Pl., but not an extensive description.

Score 41
(0-50)

Financial Qualifications/Cost:

(25)

CTD. References. Fee OK.

Score 19
(0-25)

Ranking 6

Total Score (0-100)

79

RFP-4277-09/RTB - Neighborhood Stabilization Program

Resse

SUBMITTAL COMPANY NAME:

Center/ARF AdG-

QUALIFICATION COMMITTEE MEMBER:

B. Barakat

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

***Describe strengths, weaknesses and deficiencies to support your assessment.**

Qualifications and Experience:

(15)

Sufficient/relevant work experience.

Score 7
(0-15)

Similar Project Experience:

(10)

Similar Good ~~experience~~ experience. Some problems with keeping on schedule & with contract compliance.

Score 7
(0-10)

Approach to Work:

(50)

Adequate plan, but no project schedule.

Score 42
(0-50)

41 B

Financial Qualifications/Cost:

(25)

Seems in order.

Score 23
(0-25)

Ranking

7

Total Score (0-100)

79
78

B

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME:

ATLANTIC ENERGY SERVICES

Refuse

QUALIFICATION COMMITTEE MEMBER:

B. Bouscens

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

*Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience:

(15)

Good experience & team. Extensive relevant experience

Score 13
(0-15)

Similar Project Experience:

(10)

No extensive description

Score 6
(0-10)

Approach to Work:

(50)

Extensive construction time. How long 15K cover ANTIACRIS
rebars (very extensive). Good EF ideas.

Score 42
(0-50)

Financial Qualifications/Cost:

(25)

High Fees for ACQ. & rebar. Need to be more realistic

Score 16
(0-25)

Ranking

8

Total Score (0-100)

77

SUBMITTAL COMPANY NAME:

Alone Homes

QUALIFICATION COMMITTEE MEMBER:

B. Bousler**EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

***Describe strengths, weaknesses and deficiencies to support your assessment.**

Qualifications and Experience:

(15)

Immediate experience. Team leader 6 yrs.

Score 12
(0-15)

Similar Project Experience:

(10)

No extensive description. ^{experience} But all seems to be commercial.

Score 5
(0-10)

Approach to Work:

(50)

No extensive description. Similar Undine of level of sophistication.

Score 40
(0-50)

Financial Qualifications/Cost:

(25)

Good C.O.C. Property maintenance, & Acc. & Rental Fees seen thru. Needs to be lowered.

Score 17
(0-25)

Ranking

9

Total Score (0-100)

74

RFP-4277-09/RTB - Neighborhood Stabilization Program - Resale

SUBMITTAL COMPANY NAME:

Miller Construction

QUALIFICATION COMMITTEE MEMBER:

LEO LUTTG

EVALUATION CONSIDERATIONS

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- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

*Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience:

(15)

All Dis.ciplines Covered. Sufficient Experience.

Score 15
(0-15)

Similar Project Experience:

(10)

Mostly \$100-\$300 Renovations No small projects.

Score 8
(0-10)

Approach to Work:

(50)

GOOD UNDERSTANDING OF Scope OF Services
HEAS Energy Audit.

Score 48
(0-50)

Financial Qualifications/Cost:

(25)

Meets All Financial Qualifications. Lowest Bid.
Bid option #1 OUTSIDE The +/- 15% Average.

Score 24
(0-25)

Ranking

①

Total Score (0-100)

95

Lowest Bid

RFP-4277-09/RTB - Neighborhood Stabilization Program - Resale

SUBMITTAL COMPANY NAME: Center for Affordable Housing

QUALIFICATION COMMITTEE MEMBER: LEO LUTTG

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

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 - Excellent, Very Good, Solid in all respects.
 - Good, No major weaknesses, Fully Acceptable as is
 - Marginal, Weak, Workable but needs clarifications
 - Unacceptable, Needs major help to be acceptable
- *Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: (15)

All Disciplines covered. Sufficient Experience

Score 15
(0-15)

Similar Project Experience: (10)

Has Completed Similar projects for County
over 15 Affordable projects in last 2 years

Score 10
(0-10)

Approach to Work: (50)

Good understanding of Scope of Services.

Score 45
(0-50)

Financial Qualifications/Cost: (25)

Meets All Financial Qualifications. 2nd Lowest
Bid. 101% of Low Bid. Original Bid within 7-15%
of Average.

Score 24
(0-25)

Ranking

2

Total Score (0-100) 94

2nd lowest Bid

RFP-4277-09/RTB - Neighborhood Stabilization Program - *Resale*

SUBMITTAL COMPANY NAME:

WOODARD CONSTRUCTION

QUALIFICATION COMMITTEE MEMBER:

LFO LUTTIG

EVALUATION CONSIDERATIONS

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- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

*Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience:

(15)

All Disciplines Covered. Sufficient Experience

Score 15
(0-15)

Similar Project Experience:

(10)

Grant Funded small Rehab Projects - 20K & Below
Completed 7 ACQ/Lease/Resale projects

Score 10
(0-10)

Approach to Work:

(50)

Good UNDERSTANDING OF Scope OF Services.

Score 45
(0-50)

Financial Qualifications/Cost:

(25)

Meets all Financial Qualifications. 3RD lowest B.D.
117% of Low B.D. Offered B.D. WITHIN +/- 15% of Average.

Score 22
(0-25)

Ranking

3

Total Score (0-100)

92

3RD lowest B.D.

RFP-4277-09/RTB - Neighborhood Stabilization Program - Resale

SUBMITTAL COMPANY NAME:

Ruby Builders

QUALIFICATION COMMITTEE MEMBER:

LEO LUTTG

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
 - Excellent, Very Good, Solid in all respects.
 - Good, No major weaknesses, Fully Acceptable as is
 - Marginal, Weak, Workable but needs clarifications
 - Unacceptable, Needs major help to be acceptable
- *Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience:

(15)

All Disciplines Covered. Sufficient Experience

Score 15
(0-15)

Similar Project Experience:

(10)

Lots of Experience w/ Small Renovations (100+ per year) \$5-\$10K

Score 8
(0-10)

Approach to Work:

(50)

Good Understanding of Scope of Services.
Energy Rebates Granted to County's Affordable Housing Firms.?

Score 45
(0-50)

Financial Qualifications/Cost:

(25)

Meets All Financial Qualifications. Bid = 19.6% or Low
Bid. Opponent Bid within +/- 15% or Average

Score 13
(0-25)

Ranking

(4)

Total Score (0-100) 81

RFP-4277-09/RTB - Neighborhood Stabilization Program - Resale

SUBMITTAL COMPANY NAME: ATLANTIC Energy Solutions
QUALIFICATION COMMITTEE MEMBER: LEO LITTLE

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
 - Excellent, Very Good, Solid in all respects.
 - Good, No major weaknesses, Fully Acceptable as is
 - Marginal, Weak, Workable but needs clarifications
 - Unacceptable, Needs major help to be acceptable
- *Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: (15)

All Disciplines Covered. Sufficient Experience

Score 15
(0-15)

Similar Project Experience: (10)

Has Completed similar projects for County.
RRR Rehab work.

Score 10
(0-10)

Approach to Work: (50)

Fair understanding of Scope of Services. Out of
Sequence steps to timeline provided in proposal. versus
steps outlined in the Scope of Services.

Score 40
(0-50)

Financial Qualifications/Cost: (25)

Meets All Financial Qualifications. Bid = 200% of
Low Bid. Option #1 Bid = 200% of average. Highest
Option #1 Bid.

Score 10
(0-25)

Ranking (5)

Total Score (0-100) 75

RFP-4277-09/RTB - Neighborhood Stabilization Program - *Resale*

SUBMITTAL COMPANY NAME:

CLARKSON CONCEPTS

QUALIFICATION COMMITTEE MEMBER:

LEO LUTTIG

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

**Describe strengths, weaknesses and deficiencies to support your assessment.*

Qualifications and Experience:

(15)

All Discipline Covered. Sufficient Experience

Score 15
(0-15)

Similar Project Experience:

(10)

*\$10K - \$50K Rehabs, 1-2006, 1-2007; 2-2008
Current 3 C.A TOTAL OF \$100K*

Score 7
(0-10)

Approach to Work:

(50)

Good understanding of Scope of Services

Score 47
(0-50)

Financial Qualifications/Cost:

(25)

*Meets All Financial Qualifications Bid = 252% or
Low Bid - OPTION #1 Bid was second lowest.*

Score 5
(0-25)

Ranking

6

Total Score (0-100)

74

RFP-4277-09/RTB - Neighborhood Stabilization Program - lease

SUBMITTAL COMPANY NAME:

CORINTHIAN BUILDERS

QUALIFICATION COMMITTEE MEMBER:

LEO LUTTIG

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, innovative, Cost/Time Savings
 - Excellent, Very Good, Solid in all respects.
 - Good, No major weaknesses, Fully Acceptable as is
 - Marginal, Weak, Workable but needs clarifications
 - Unacceptable, Needs major help to be acceptable
- *Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience:

(15)

All Disciplines covered. Sufficient Experience

Score 15
(0-15)

Similar Project Experience:

(10)

Has completed similar projects for County.
over 10 Acres/Rehab or Rehabilitation projects in last
2 years

Score 10
(0-10)

Approach to Work:

(50)

Good understanding of scope of work

Score 45
(0-50)

Financial Qualifications/Cost:

(25)

Meets all Financial Qualifications. Highest Bid.
2929.00 Low Bid. Offer Bid #1 within +/- 15% of
Average.

Score 2
(0-25)

Ranking

(7)

Total Score (0-100)

72

RFP-4277-09/RTB - Neighborhood Stabilization Program - *lease*

SUBMITTAL COMPANY NAME:

Arthur Ames

QUALIFICATION COMMITTEE MEMBER:

LEO LUTTG

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

***Describe strengths, weaknesses and deficiencies to support your assessment.**

Qualifications and Experience:

(15)

Real Estate Broker not identified in Proposal. Sufficient Construction Experience.

Score 10
(0-15)

Similar Project Experience:

(10)

It appears that they have mostly worked w/ new construction in the \$250 - 300K range.

Score 5
(0-10)

Approach to Work:

(50)

NOT All Primary identified in Proposal. Realism not specifically identified. May lead to slow start-up. No previous experience working w/ marketing to low-income clients.

Score 30
(0-50)

Financial Qualifications/Cost:

(25)

Meets All Financial Qualifications. Bid = 202% or Low Bid. Option Bid #1 was Tied for Lowest Bid.

Score 12
(0-25)

Ranking

(8)

Total Score (0-100) 57

RFP-4277-09/RTB - Neighborhood Stabilization Program - Resale

SUBMITTAL COMPANY NAME:

CITY OF SANFORD

QUALIFICATION COMMITTEE MEMBER:

LEO LUTTIG

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

*Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience:

(15)

No information provided to indicate that a state licensed residential/certain contractor or real estate broker on staff. City is not actively involved in the acquisition, construction, rehabilitation, & sale of affordable homes to lower income households. Score 0 (0-15)

Similar Project Experience:

(10)

No comparable projects in size & complexity identified. Projects identified - 33M Community Center; 311M Riverwalk; and 315M water reclamation facility. While not identified in proposal, the Youth Build Projects are closely related to rehab work anticipated in this proposal. Score 2 (0-10)

Approach to Work:

(50)

Not clear in proposal on who will hire the rehab contractor - City or County. Estimated rehab time of 90 days exceeds the 60 days outlined in Agreement. Score 25 (0-50)

Financial Qualifications/Cost:

(25)

Meets all financial qualifications. Bid = 2455,012 low bid. Option Bid #1 was tied for lowest bid.

Score 7 (0-25)

Ranking

9

Total Score (0-100)

34

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME:

Allure Homes, LLC

QUALIFICATION COMMITTEE MEMBER:

Sabina O'Brien

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

***Describe strengths, weaknesses and deficiencies to support your assessment.**

Qualifications and Experience:

(15)

Qualifications hard to follow but acceptable.
References do not include project type, I can
assume new construction. No local projects?
Score 5
(0-15)

Similar Project Experience:

(10)

No project list or current + projected
work load included in this section.
Deficient as submitted
Score 0
(0-10)

Approach to Work:

(50)

Statement of understanding of scope is included.
List of vendors included
No description of how the project will be
complete. No timeline. Very difficult
to determine how project will be implemented
Score 20
(0-50)

Financial Qualifications/Cost:

(25)

Lines credit demonstrated. Financial
statements not clear
They appear to be complete - higher
over sight. Overall higher than
I would expect for a 15,000 renovation.
Score 15
(0-25)

Ranking

Total Score (0-100) 40

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME:

Atlantic Energy Solutions, Inc.
Sabrina O Byers

QUALIFICATION COMMITTEE MEMBER:

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

*Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience:

(15)

Qualification & experience as presented are acceptable

Score 10
(0-15)

Similar Project Experience:

(10)

Unclear as to which list of projects are complete vs. underway. No statement as to the commitment to availability of staff to Sem Co. 120 day 4 month timeline acceptable.

Score 5
(0-10)

Approach to Work:

(50)

Very good detail provided in approach to (in prior section)
work. No identification of usage of small vendors. No description of experience to successfully complete the project

Score 35 40
(0-50)

Financial Qualifications/Cost:

(25)

Profit loss & balance sheet appear to be solid. Fees are almost as high as cost of renovations.

Score 20
(0-25)

Ranking 8

Total Score (0-100) 75

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME:

The center for Affordable Housing
Sabina O Byon (single fam)

QUALIFICATION COMMITTEE MEMBER:

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

*Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience:

(15)

Experience in line with expectations
Client references included; two are for the same
Customer County.

Score 12
(0-15)

Similar Project Experience:

(10)

Experience is in line with expectations
for single fam. homes.
No statement about future workload.
Ref. included.

Score 9
(0-10)

Approach to Work:

(50)

Slightly concerned about the timeline
of 8.5 months. alternate process presented
is OK.

Score 35
(0-50)

Financial Qualifications/Cost:

(25)

One year Customer of bank is a slight concern.
Experience documented for single fam. + apartments
is acceptable. Fees are in line with
what I expected

Score 22
(0-25)

Ranking 7

Total Score (0-100) 78

12
9
21
35
56
78

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME:

City of Sanford

QUALIFICATION COMMITTEE MEMBER:

Sabrina O Byrd

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

*Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience:

(15)

EXPERIENCE in ~~water~~ renovations is limited,
qualifications and references are sound/solid.

Score 10
(0-15)

Similar Project Experience:

(10)

Examples provided are good, however they do
not reflect scope of family housing opportunities.

Score 5
(0-10)

Approach to Work:

(50)

Excellent, detailed approach toward plan
project timeline is acceptable.

Score 45
(0-50)

Financial Qualifications/Cost:

(25)

Meets expected qualifications for funding.
Fees appear to be high, exceed renovation
cost.

Score 20
(0-25)

Ranking 6

Total Score (0-100)

80

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME:

Clarkson Concepts (single for.)

QUALIFICATION COMMITTEE MEMBER:

Sabrina J. Dyer

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

*Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience:

(15)

Qualifications solid, multiple clients listed
before & after pictures also provided a great
visual, appropriate rehab examples included.

Score 15
(0-15)

Similar Project Experience:

(10)

Meets expectations. Balance NSP with non-NSP
projects. Commitment of staff & resources

Score 10
(0-10)

Approach to Work:

(50)

Comprehensive approach including a detailed
graph for time line. Small vendors used to
complete the project. Completed more than
120 rehab projects.

Score 50
(0-50)

Financial Qualifications/Cost:

(25)

Solid, however fees seem high for
considering investment.

Score 20
(0-25)

Ranking 2

Total Score (0-100) 95

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME:

Corinthian Builders, Inc.

QUALIFICATION COMMITTEE MEMBER:

Sabrina OByrne

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

*Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience:

(15)

Excellent company and individual
qualification. Experience demonstrated.
Strong examples.

Score 15
(0-15)

Similar Project Experience:

(10)

Client listed twice. All other facets
are excellent.

Score 8
(0-10)

Approach to Work:

(50)

Experience with acquisition rehabilitation
+ resale. Will use local vendors when possible.
Unclear as to timeline for each renovation.

Score 45
(0-50)

Financial Qualifications/Cost:

(25)

Funding meets expectations. Fees are
high in my opinion. They exceed most for
rehab projects.

Score 20
(0-25)

Ranking 4

Total Score (0-100)

88

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME:

Thilla Construction Services LLC
Sabrina G. Dyer Sing for

QUALIFICATION COMMITTEE MEMBER:

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
 - Excellent, Very Good, Solid in all respects.
 - Good, No major weaknesses, Fully Acceptable as is
 - Marginal, Weak, Workable but needs clarifications
 - Unacceptable, Needs major help to be acceptable
- *Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience:

(15)

Experience acceptable as listed for residential
renovations.

Score 5
(0-15)

Similar Project Experience:

(10)

Similar experience is agreed toward high
end renovations with large budgets. However
they are still residential in nature.

Score 10
(0-10)

Approach to Work:

(50)

Excellent approach to work, very detailed.
However I am concerned about the quoted
time to completion. It seems unrealistic.
Willingness demonstrated to use local vendors.

Score 45
(0-50)

Financial Qualifications/Cost:

(25)

No connection demonstrated between Mr. Williams
and Thilla Construction. Lines of credit from bank of
America ~~should~~ should be verified as well.
Fees are reasonable given the amount
for rehab & costs.

Score 2/5
(0-25)

Ranking 5

Total Score (0-100)

85

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME:

Ruby Builders, Inc.

QUALIFICATION COMMITTEE MEMBER:

Sabrina O'Brien

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

*Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience:

(15)

Excellent qualifications & experience in residential rehab. Strong references provided.

Score 15
(0-15)

Similar Project Experience:

(10)

Excellent examples/references provided. Meets expectations in terms of the type of res. repairs. No mention of plumbing.

Score 9
(0-10)

Approach to Work:

(50)

Detailed approach to work and fair timeline associated. Commitment to use local vendors when needed. More details regarding the completion of the project would have been useful.

Score 40
(0-50)

Financial Qualifications/Cost:

(25)

Financial documentation provided is good. Bond letter was very good. Fees are below the max. for the rehab project and I believe they are in line.

Score 25
(0-25)

Ranking 3

Total Score (0-100) 89

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME:

~~Woodland~~ Woodland Construction Co.

QUALIFICATION COMMITTEE MEMBER:

Sebin O'Byrne

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

*Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience:

(15)

Sound experience. Letters of recommendation for recent customers.

Score 15
(0-15)

Similar Project Experience:

(10)

Seven years of rehab projects for the City of WP.

Score 10
(0-10)

Approach to Work:

(50)

Approach to work is solid and demonstrates an understanding of the scope. Local vendors listed for construction w/ project. Experienced staff demonstrated.

Score 50
(0-50)

Financial Qualifications/Cost:

(25)

Financial statements demonstrate financial qualifications. Fees are reasonable for renovation project and are below max for rehab project construction cost.

Score 25
(0-25)

Ranking 1

Total Score (0-100)

98

Resale

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME:

Miller Construction

QUALIFICATION COMMITTEE MEMBER:

Michele Saunders

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

***Describe strengths, weaknesses and deficiencies to support your assessment.**

Qualifications and Experience:

(15)

Young Company

Score 13
(0-15)

Similar Project Experience:

(10)

Some experience but limited

Score 8
(0-10)

Approach to Work:

(50)

Scrap work plan - Green focused / Creative
Ambitious - ?
Comprehensive
4 units per month - All 25 Homes - ?

Score 40
(0-50)

Financial Qualifications/Cost:

(25)

Lowest Fixed Fees
Sound financial resources

Score 25
(0-25)

Ranking 1

Total Score (0-100) 86

Resale

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME:

Atlantic Energy Solutions

QUALIFICATION COMMITTEE MEMBER:

Michelle Saunders

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

*Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience:

(15)

Young

Score 12
(0-15)

Similar Project Experience:

(10)

500 rehabs + Weatherization

Score 10
(0-10)

Approach to Work:

(50)

20 Homes Good fine line Detailed, Green
see rehab + weatherization

Score 45
(0-50)

Financial Qualifications/Cost:

(25)

Fixed Fees

Score 15
(0-25)

Ranking 2

Total Score (0-100) 82

Resale

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME:

Ruby Bldgs

QUALIFICATION COMMITTEE MEMBER:

Michelle Saunders

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

***Describe strengths, weaknesses and deficiencies to support your assessment.**

Qualifications and Experience:

(15)

Long standing, Certified, Licensed
Good team

Score 15
(0-15)

Similar Project Experience:

(10)

Demonstrates Similar projects - Mostly damage repair
Not clear of extent of rehab experience

Score 8
(0-10)

Approach to Work:

(50)

20 Homes Good time line demonstrated - detailed
creative

Score 40
(0-50)

Financial Qualifications/Cost:

(25)

Fixed Fees
Sound finances
litigation - 0

Score 8
(0-25)

Ranking 3

Total Score (0-100) 81

Resale

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME:

Woodard Construction

QUALIFICATION COMMITTEE MEMBER:

Michele Samuels

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

*Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience:

(15)

Has partners & several years of experience
+ credentialed

Score 15
(0-15)

Similar Project Experience:

(10)

40 projects - Rehab.

Score 10
(0-10)

Approach to Work:

(50)

Dedicated staff assigned
Not clear time line - 4-5 listing w/in
first 45 days or so

Score 35
(0-50)

Financial Qualifications/Cost:

(25)

Where is the line of credit
pg 27 - Under General information
" Defendant in legal action - Yes
Bankrupt in 7 yrs - Yes

Score 20
(0-25)

Ranking 4

Total Score (0-100) 80

Resale

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME:

The Center For Affordable Housing

QUALIFICATION COMMITTEE MEMBER:

Michelle Saunders

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

*Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience:

(15)

Extensive experience in County projects
licensing Realtor
Question about other Credentials or
Certifications of other partners

Score 15
(0-15)

Similar Project Experience:

(10)

10 Homes / 6 Homes
1 Rental Units

Score 10
(0-10)

Approach to Work:

(50)

Time line appears too long
of Homes during this time line not specific
24 Homes

Score 30
(0-50)

Financial Qualifications/Cost:

(25)

Fixed Fees
Sound financial report

Score 22
(0-25)

Ranking 5

Total Score (0-100) 77

Resale

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME:

Clarkson Concepts

QUALIFICATION COMMITTEE MEMBER:

Michelle Saunders

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

***Describe strengths, weaknesses and deficiencies to support your assessment.**

Qualifications and Experience:

(15)

Young - meets qualifications + experience

Score 12
(0-15)

Similar Project Experience:

(10)

120 Renovation

Score 10
(0-10)

Approach to Work:

(50)

25 Homes Green focus
Good Time line - detailed

Score 40
(0-50)

Financial Qualifications/Cost:

(25)

Fixed Fees high

Score 10
(0-25)

Ranking 6

Total Score (0-100) 72

Resale

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME:

Corinthian Bldrs

QUALIFICATION COMMITTEE MEMBER:

Michelle Saunders

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

*Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience:

(15)

Certified-Licensed

Score 15
(0-15)

Similar Project Experience:

(10)

Demonstrates good similar project experience

Score 10
(0-10)

Approach to Work:

(50)

No detailed time line - very general / Green
15 Homes in 1 yr.

Score ~~20~~ 40
(0-50)

Financial Qualifications/Cost:

(25)

High Fixed Fees

Score 5
(0-25)

Ranking 7

Total Score (0-100) 70

Resale

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME:

Allure Homes

QUALIFICATION COMMITTEE MEMBER:

Michele Saunders

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

***Describe strengths, weaknesses and deficiencies to support your assessment.**

Qualifications and Experience:

(15)

Young Company but long term experience

Score 15
(0-15)

Similar Project Experience:

(10)

175 Homes Constructed

Score 10
(0-10)

Approach to Work:

(50)

Approach not detailed - very general

Score 20
(0-50)

Financial Qualifications/Cost:

(25)

Fixed Fees

Score 15
(0-25)

Ranking 8

Total Score (0-100) 60

Resale

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME:

City of Sanford

QUALIFICATION COMMITTEE MEMBER:

Michelle Saunders

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

*Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience:

(15)

Team appears young & experience except Bldg Official
who

Score 10
(0-15)

Similar Project Experience:

(10)

No Homes

Score 2
(0-10)

Approach to Work:

(50)

50 units - ?

No realtor - will use several - will this need to be bid
as other vendors, ~~and~~ ~~in~~ ~~some~~ Possibly too many layers for approval

Score 25
(0-50)

Financial Qualifications/Cost:

(25)

Fixed Fees

litigation - ?

Score 10
(0-25)

Ranking 9

Total Score (0-100) 52

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME:

QUALIFICATION COMMITTEE MEMBER:

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

*Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience:

(15)

Very good...

Score 15
(0-15)

Similar Project Experience:

(10)

*Has undertaken CDBG projects in
Atlanta, GA - well known for
work there.*

Score 10
(0-10)

Approach to Work:

(50)

Good... The experience counts!

Score 40
(0-50)

Financial Qualifications/Cost:

(25)

*Good, firm has the financial capacity
and has provided a cost effective
proposal.*

Score 25
(0-25)

Ranking 1

Total Score (0-100)

90.0

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME:

Ruby Builders (Resub)

QUALIFICATION COMMITTEE MEMBER:

R. Sam-LopezEVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

*Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience:

(15)

Excellent: 50 years in business.
3000 residential repairs.

Score 15
 (0-15)

Similar Project Experience:

(10)

Documents 3000 residential repair pro-
jects that worked @ SHAW & HUB
Leasing

Score 10
 (0-10)

Approach to Work:

(50)

Very Good
Time frames are good, does not
exceed 30 days overall. & particularly
like the time frames.

Score 45
 (0-50)

Financial Qualifications/Cost:

(25)

Good
They have the financial capacity, costs
and the overhead average of all
proposals submitted.

Score 20
 (0-25)

Ranking 2

Total Score (0-100)

89.0

Changed
RM
5/14/09

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME:

MILLER CONSTRUCTION SERVICES

QUALIFICATION COMMITTEE MEMBER:

R. SOTO-LOPEZ (Resale)EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

*Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: Good... (15)

QUALIFICATIONS OF THE TEAM MEMBERS THAT MAKE UP THE JOINT VENTURE ARE WELL DEFINED.

Score 15
(0-15)Similar Project Experience: Good... (10)

IT IS A JOINT VENTURE - PROJECT UNDERTAKEN WITHIN PROJECT PARAMETERS TO MEET NSP GOALS.

Score 10
(0-10)Approach to Work: Excellent (50)

Very Well Organized, I particularly like the approach to energy efficiency time frames presented should work.

Score 45
(0-50)Financial Qualifications/Cost: Good... (25)

They do have the minimum to get started. We need to know what CHARLES & WILLIAM WILL PROVIDE.

Score 18
(0-25)Ranking #3

Total Score (0-100)

90.0
88.0

Changed
RSC
5/14/09

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME:

CORINTHIAN BUILDERS, INC.

QUALIFICATION COMMITTEE MEMBER:

R. SOTO-LOPEZ (Kresna)EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

*Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: EXCELLENT (15)

VERY WELL ESTABLISHED CREDENTIALS.

Score 15
(0-15)

Similar Project Experience: (10)

MULTIPLE PUBLIC SECTOR PROJECTS, VERY GOOD EXPERIENCE IN SEMINOLE COUNTY.

Score 10
(0-10)

Approach to Work: (50)

VERY WELL DOCUMENTED, THEY ARE THOROUGHLY FAMILIAR WITH ACQUISITION, RETIRE, RESORT OR PROPERTIES.

Score 40
(0-50)

Financial Qualifications/Cost: (25)

CORINTHIAN BUILDERS SEEMS TO BE WELL ENOUGH CAPITALIZED - FEE SCHEDULE IS HIGH - BUT SHOULD MATCH QUALITY OF WORK.

Score 20
(0-25)

Ranking 4

Total Score (0-100) 85.0

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME:

CENTER FOR AFFORDABLE HOUSING

QUALIFICATION COMMITTEE MEMBER:

R. SOTO-LOPEZ (Resale)EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

*Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience:

(15)

Good...Score 15
(0-15)

Similar Project Experience:

(10)

CAH has the experience...Score 10
(0-10)

Approach to Work:

(50)

TIME FRAMES NEED ADJUSTMENT AND REFOCUS.
CAH MIGHT BE OPERATING OVER CAPACITY.

Score 35.0
(0-50)

Changed
RSL
5/14/09

Financial Qualifications/Cost:

(25)

Good...Score 25
(0-25)

Ranking

4/5

Total Score (0-100)

85.0 8.0

NOTE: I would like to address the
OVER CAPACITY ISSUE.

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME:

Carlson Concepts, Inc.

QUALIFICATION COMMITTEE MEMBER:

R. SOTO-LAVERA (Resale)EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

*Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: Good... (15)

Good team approach - Good back-
grounds presented.

Score 15
(0-15)

Similar Project Experience: Good... (10)

They document 120 property renovations
and provide graphic examples

Score 10
(0-10)

Approach to Work: Good... (50)

They provide a very good Scope of Services
They included non-profit - for
profit partners.

Score 40
(0-50)

Financial Qualifications/Cost: (25)

They have the necessary line of credit.
For Cost are high.

Score 10
(0-25)

Ranking 6Total Score (0-100) 20.0

75.0 change
5/14/09

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME:

CITY OF SANFORD, FL.

QUALIFICATION COMMITTEE MEMBER:

R. SOTO-LOPEZ (Rigoberto)EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

*Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience:

GOOD

(15)

CREDENTIALS VERY WELL PRESENTED.
STRONG PUBLIC SECTOR PROJECT
MANAGEMENT TEAM AS PRESENTED.

Score 15
 (0-15)

Similar Project Experience:

GOOD

(10)

Well documented examples of
public sector projects.

Score 10
 (0-10)

Approach to Work:

NOT SO GOOD!

(50)

Many days too long for rehab work -
thirty days to complete closings total
70 days! - CAN BE DONE 20-40 days

Score 25
 (0-50)

Financial Qualifications/Cost:

(25)

No issue @ Financials, For Costs
SEEN HIGH.

Score 20
 (0-25)

Ranking 1Total Score (0-100) 70.0

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME:

Alvord Homes, LLC

QUALIFICATION COMMITTEE MEMBER:

R. SOTO-LOPEZ (Resale)EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

*Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: Good... (15)

Forty six years in home construction.
Nineteen years in New Jersey as contractor
for single family homes.

Score 15
(0-15)Similar Project Experience: Good... (10)

Twenty (30) homes in Central Florida

Score 10
(0-10)Approach to Work: Marginal... (50)

Key aspect of proposal needs further
development - make - all any
not getting the project management focus.

Score 25
(0-50)

Financial Qualifications/Cost: (25)

They have financing, how ever fee cost
is above average when considering
the proposal submitted.

Score 15
(0-25)Ranking 8Total Score (0-100) 65.0

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME:

ATLANTIC ENERGY SOLUTIONS, Inc.

QUALIFICATION COMMITTEE MEMBER:

R. SOTO-LOPEZ (Resub)EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

*Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience:

Good

(15)

Q&E Composed of different actors whose individual strengths are good. The like green aspects of ATLANTIC ENERGY SOLUTIONS.

Score 15
(0-15)

Similar Project Experience:

Marginal

(10)

Individual experiences who comprise this group are all good - but does not say how it will work together - without example.

Score 10
(0-10)

Approach to Work:

MARGINAL

(50)

Proposal very convoluted, not totally clear on how this all comes together - Narrative is best confusing.

Score 25
(0-50)

Financial Qualifications/Cost:

(25)

From what was presented at least I know ATLANTIC ENERGY SOLUTIONS has financing capacity - DO NOT GET THE REST OF THE TERMS financial position for

Score 10
(0-25)Ranking 9Overall picture.

Total Score (0-100)

60.0

EVALUATION RANKINGS
RFP-4277-09/RTB - Neighborhood Stabilization Program (NSP)

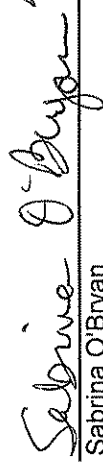
	Buddy Balaglia	Leo Luttig	Sabrina O'Bryan	Michele Saunders	Ricardo Soto-Lopez	TOTAL POINTS	RANKING
The Center for Affordable Housing	3	2	2	3	2	12	3
Clarkson Concepts, Inc.	1	3	1	2	3	10	2
Miller Construction Services LLC	2	1	3	1	1	8	1

The Center for Affordable Housing
 Clarkson Concepts, Inc.
 Miller Construction Services LLC

The Evaluation Committee agrees to short-list the following:

1. Miller Construction Services LLC
2. Clarkson Concepts, Inc.


 Buddy Balaglia


 Sabrina O'Bryan


 Leo Luttig


 Ricardo Soto-Lopez


 Michele Saunders

RFP-4277-09/RTB - Neighborhood Stabilization Program

Revised

SUBMITTAL COMPANY NAME:

CLAYTON CONCEPTS

QUALIFICATION COMMITTEE MEMBER:

D. BassonEVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

*Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience:

(15)

Good relevant experience.Score 12

(0-15)

Similar Project Experience:

(10)

NICE PIX.Score 9

(0-10)

Approach to Work:

(50)

OF UNITS NOT CLEAR. WORKING UP LOWEST BID. GOOD TEAM & PROTECTED TOWNHOMES. AGGRESSIVE SCHEDULE. EXTENSIVE USE OF MBE/WBE.

Score 45

(0-50)

Financial Qualifications/Cost:

(25)

GOOD L.O.C. Fee For Acc Seem Inordinately High.Score 18

(0-25)

Ranking 1Total Score (0-100) 84

RFP-4277-09/RTB - Neighborhood Stabilization Program

Renovate

SUBMITTAL COMPANY NAME:

MILLER CONSTRUCTION

QUALIFICATION COMMITTEE MEMBER:

B. Balaban

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

*Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience:

(15)

Good collective experience. [Section] Committee

Score 12
(0-15)

Similar Project Experience:

(10)

Recent projects may not be similar to NSP.

Score 4
(0-10)

Approach to Work:

(50)

Schedule needs adjusting. Good E.E. Committee. Schedule may not be a competitive enough.

Score 42
(0-50)

Financial Qualifications/Cost:

(25)

Good L.O.C. Good Fee Schedule.

Score 23
(0-25)

Ranking 2

Total Score (0-100)

81
83

RFP-4277-09/RTB - Neighborhood Stabilization Program

RENTAL

SUBMITTAL COMPANY NAME:

CENTER / AFF. ASG.

QUALIFICATION COMMITTEE MEMBER:

B. BasciaEVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

*Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience:

(15)

Weak on Timeliness. Successful past projects, weak
oversight on some past projects.

Score 10
(0-15)

Similar Project Experience:

(10)

Successful IDENTITY PROJECTS in past years.
NOT AGGRESSIVE IN CONTRACT COMPLETION

Score 8
(0-10)

Approach to Work:

(50)

NOT SURE HOW MANY UNITS THEY CAN HANDLE SIMULTANEOUSLY.
PLAN OUTLINE LOOKS ACCEPTABLE.
NO PRO FORMS

Score 40
(0-50)

Financial Qualifications/Cost:

(25)

EXCELLENT L.O.C., BUT ALSO KNOWN TO HAVE CASH-FLOW
PROBLEMS IN RECENT PAST.
Fees Seen ACCEPTABLE

Score 22
(0-25)

Ranking 3Total Score (0-100) 80

RFP-4277-09/RTB - Neighborhood Stabilization Program - *Resale*

SUBMITTAL COMPANY NAME:

Miller Construction

QUALIFICATION COMMITTEE MEMBER:

LEO LUTTG

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
 - Excellent, Very Good, Solid in all respects.
 - Good, No major weaknesses, Fully Acceptable as is
 - Marginal, Weak, Workable but needs clarifications
 - Unacceptable, Needs major help to be acceptable
- *Describe strengths, weaknesses and deficiencies to support your assessment.*

Qualifications and Experience:

(15)

All Dis.ciplines Covered. Sufficient Experience.

Score *15*
(0-15)

Similar Project Experience:

(10)

Mostly \$100-\$300 Renovations No small projects.

Score *8*
(0-10)

Approach to Work:

(50)

*GOOD UNDERSTANDING OF Scope of Services
HEAS Energy Audit.*

Score *48*
(0-50)

Financial Qualifications/Cost:

(25)

*Meets All Financial Qual. Reqs. Lowest Bid.
Bid option #1 Outside the +/- 15% Average.*

Score *24*
(0-25)

Ranking

1

Total Score (0-100)

95

Lowest Bid

RFP-4277-09/RTB - Neighborhood Stabilization Program - Resale

SUBMITTAL COMPANY NAME:

CENTER FOR AFFORDABLE HOUSING

QUALIFICATION COMMITTEE MEMBER:

LEO LUTTG

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

*Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience:

(15)

All Disciplines covered. Sufficient Experience

Score 15
(0-15)

Similar Project Experience:

(10)

Has Completed Similar projects for County
over 15 Acquisitions projects in last 2 years

Score 10
(0-10)

Approach to Work:

(50)

Good UNDERSTANDING OF Scope of Services.

Score 45
(0-50)

Financial Qualifications/Cost:

(25)

Meets All Financial Qualifications. 2nd Lowest
Bid. 101% of Low Bid. Original Bid within 7-15%
of Average.

Score 24
(0-25)

Ranking

2

Total Score (0-100)

94

2nd lowest bid

RFP-4277-09/RTB - Neighborhood Stabilization Program - *Resale*

SUBMITTAL COMPANY NAME:

WOODARD CONSTRUCTION

QUALIFICATION COMMITTEE MEMBER:

LFO LUTTIG

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

*Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience:

(15)

All Disciplines Covered. Sufficient Experience

Score 15
(0-15)

Similar Project Experience:

(10)

Grant Funded small Rehab Projects - 20K & Below
Completed 7 ACQ/Lease/Resale projects

Score 10
(0-10)

Approach to Work:

(50)

GOOD UNDERSTANDING OF Scope OF Services.

Score 45
(0-50)

Financial Qualifications/Cost:

(25)

Meets all Financial Qualifications... 3RD lowest B.I.D.
117% of Low B.I.D. Offered B.I.D. WITHIN +/- 15% of Average.

Score 22
(0-25)

Ranking

3

Total Score (0-100)

92

3RD lowest B.I.D

RFP-4277-09/RTB - Neighborhood Stabilization Program - *Resale*

SUBMITTAL COMPANY NAME:

Ruby Builders

QUALIFICATION COMMITTEE MEMBER:

LEO LUTTG

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
 - Excellent, Very Good, Solid in all respects.
 - Good, No major weaknesses, Fully Acceptable as is
 - Marginal, Weak, Workable but needs clarifications
 - Unacceptable, Needs major help to be acceptable
- *Describe strengths, weaknesses and deficiencies to support your assessment.*

Qualifications and Experience:

(15)

All Disciplines Covered. Sufficient Experience

Score *15*
(0-15)

Similar Project Experience:

(10)

Lots of Experience w/ small renovations (100+ per year) \$-50K

Score *8*
(0-10)

Approach to Work:

(50)

*Good understanding of Scope of Services.
Energy Rebates awarded to County's Affordable Housing Fund?*

Score *45*
(0-50)

Financial Qualifications/Cost:

(25)

*Meets All Financial Qualifications. Bid = 196% or low
Bid. Offered Bid within +/- 15% or average*

Score *13*
(0-25)

Ranking

(4)

Total Score (0-100)

81

RFP-4277-09/RTB - Neighborhood Stabilization Program - Resale

SUBMITTAL COMPANY NAME:

ATLANTIC Energy Solutions

QUALIFICATION COMMITTEE MEMBER:

LEO LUTTG

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

*Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience:

(15)

All Disciplines Covered. Sufficient Experience

Score 15
(0-15)

Similar Project Experience:

(10)

Has Completed similar projects for County.
HARD REHAB WORK.

Score 10
(0-10)

Approach to Work:

(50)

Full understanding of Scope of Services. Out of Sequence steps to timeline provided in proposal versus steps outlined in the Scope of Services.

Score 40
(0-50)

Financial Qualifications/Cost:

(25)

Meets All Financial Qualifications. BID = 200% of Low BID. Option #1 BID = 200% of average. Highest Option #1 BID.

Score 10
(0-25)

Ranking

(5)

Total Score (0-100)

75

RFP-4277-09/RTB - Neighborhood Stabilization Program - *Resale*

SUBMITTAL COMPANY NAME:

Clarkson Concepts

QUALIFICATION COMMITTEE MEMBER:

LEO LUTTIG

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

**Describe strengths, weaknesses and deficiencies to support your assessment.*

Qualifications and Experience:

(15)

All Discipline Covered. Sufficient Experience

Score 15
(0-15)

Similar Project Experience:

(10)

*\$10K - \$50K Repairs, 1-2006, 1-2007; 2-2008
Current 3 e. A TOTAL OF \$100K*

Score 7
(0-10)

Approach to Work:

(50)

Good UNDERSTANDING OF Scope OF Services

Score 47
(0-50)

Financial Qualifications/Cost:

(25)

*Meets All Financial Qualifications. Bid = 252% of
Low Bid - OPTION#1 Bid was second lowest.*

Score 5
(0-25)

Ranking

6

Total Score (0-100)

74

RFP-4277-09/RTB - Neighborhood Stabilization Program - lease

SUBMITTAL COMPANY NAME:

CORINTHIAN BUILDERS

QUALIFICATION COMMITTEE MEMBER:

LEO LUTTIG

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
 - Excellent, Very Good, Solid in all respects.
 - Good, No major weaknesses, Fully Acceptable as is
 - Marginal, Weak, Workable but needs clarifications
 - Unacceptable, Needs major help to be acceptable
- *Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience:

(15)

All Disciplines covered. Sufficient Experience

Score 15
(0-15)

Similar Project Experience:

(10)

Has completed similar projects for County
over 10 Acres/Rehas or Rehabilitation projects in last
2 years

Score 10
(0-10)

Approach to Work:

(50)

Good understanding of Scope of work

Score 45
(0-50)

Financial Qualifications/Cost:

(25)

Meets All Financial Qualifications. Highest Bid.
2929.00 Low Bid. Offer Bid #1 within +/- 15% of
Average.

Score 2
(0-25)

Ranking

(7)

Total Score (0-100)

72

RFP-4277-09/RTB - Neighborhood Stabilization Program - *Leslie*

SUBMITTAL COMPANY NAME:

Alfred Ames

QUALIFICATION COMMITTEE MEMBER:

LEO LUTTG

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
 - Excellent, Very Good, Solid in all respects.
 - Good, No major weaknesses, Fully Acceptable as is
 - Marginal, Weak, Workable but needs clarifications
 - Unacceptable, Needs major help to be acceptable
- *Describe strengths, weaknesses and deficiencies to support your assessment.*

Qualifications and Experience:

(15)

Real Estate Broker not identified in Proposal. Sufficient Construction Experience.

Score 10
(0-15)

Similar Project Experience:

(10)

It appears that they have mostly workers w/ new construction. in the \$250 - 300K range.

Score 5
(0-10)

Approach to Work:

(50)

NOT ALL Primary identified in Proposal. Realization not specifically identified. May lead to slow start-up. No shown experience working w/ marketing to low-income clients.

Score 30
(0-50)

Financial Qualifications/Cost:

(25)

Meets All Financial Qualifications. Bid = 202% of Low Bid. Option Bid #1 was Tied for Lowest Bid.

Score 12
(0-25)

Ranking (8)

Total Score (0-100) 57

RFP-4277-09/RTB - Neighborhood Stabilization Program - Resale

SUBMITTAL COMPANY NAME:

CITY OF SANFORD

QUALIFICATION COMMITTEE MEMBER:

LEO LUTTIG

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
 - Excellent, Very Good, Solid in all respects.
 - Good, No major weaknesses, Fully Acceptable as is
 - Marginal, Weak, Workable but needs clarifications
 - Unacceptable, Needs major help to be acceptable
- *Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience:

(15)

No information provided to indicate that a state licensed residential/General Contractor or Real Estate Broker on staff. City is not actively involved in the Acquisition, Construction, Rehabilitation, & Sale of Affordable Homes to Lower Income Households. Score 0 (0-15)

Similar Project Experience:

(10)

No comparable projects in size & complexity identified. Projects identified - 3M Community Center; 3M Aquatic; and 3M water reclaimed facility. While not identified in proposal, the Youth Build Projects are closely related to rehab work anticipated in this proposal. Score 2 (0-10)

Approach to Work:

(50)

Not clear in proposal on who will hire the rehab Contractor - City or County. Estimated rehab time of 90 days exceeds the 60 days outlined in Agreement. Score 25 (0-50)

Financial Qualifications/Cost:

(25)

Meets all financial qualifications. Bid = 245% of low bid. Option Bid #1 was tied for lowest bid. Score 7 (0-25)

Ranking

9

Total Score (0-100)

34

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME:

Allure Homes, LLC

QUALIFICATION COMMITTEE MEMBER:

Sabina O Byer

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

*Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience:

(15)

Qualifications hard to follow but acceptable.
References do not include project type, I can
assume new construction. No local projects.
Score 5
(0-15)

Similar Project Experience:

(10)

No project list or current + projected
work load included in this section.
Deficient as submitted
Score 0
(0-10)

Approach to Work:

(50)

Statement of understanding of scope is included.
List of vendors included
No description of how the project will be
complete. No timeline. Very difficult
to determine how project will be implemented
Score 20
(0-50)

Financial Qualifications/Cost:

(25)

Lines credit demonstrated. Financial
approach is not clear
These appear to be complete - higher
over sight. Overall higher than
I would expect for a 15,000 renovation.
Score 15
(0-25)

Ranking

Total Score (0-100) 40

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME:

Atlantic Energy Solutions, Inc.
Sabrina O Byer

QUALIFICATION COMMITTEE MEMBER:

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

*Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience:

(15)

Qualification & experience as presented are acceptable

Score 10
(0-15)

Similar Project Experience:

(10)

Under as to which list of projects are complete vs. underway. No statement as to the commitment of availability of staff to Sem Co. 120 day 18 month timeline acceptable.

Score 5
(0-10)

Approach to Work:

(50)

Very good detail provided in approach to (in prior section)
Was No identification of usage of small vendors. No description of experience to successfully complete the project

Score 35 40
(0-50)

Financial Qualifications/Cost:

(25)

Profit loss & balance sheet appear to be solid. Fees are almost as high as cost of renovations.

Score 20
(0-25)

Ranking 8

Total Score (0-100) 75

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME:

The center for Affordable Housing
Sabina O Byon (single fam.)

QUALIFICATION COMMITTEE MEMBER:

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

*Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience:

(15)

Experience in line with expectations
Client references included; two are for the same
Customer County.

Score 12
(0-15)

Similar Project Experience:

(10)

Experience is in line with expectations
for single fam. homes.
No statement about future workload.
Ref. included.

Score 9
(0-10)

Approach to Work:

(50)

Slightly concerned about the timeline
of 8.5 months. otherwise process presented
is OK.

Score 35
(0-50)

Financial Qualifications/Cost:

(25)

One year Customer of bank is of slight concern.
Experience documented for single fam. + apartment
is acceptable. Fees are in line with
what I expected

Score 22
(0-25)

Ranking 7

Total Score (0-100) 78

12
9
21
35
54
22
78

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME:

City of Sanford

QUALIFICATION COMMITTEE MEMBER:

Sabrina O Byrd

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

*Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience:

(15)

Experience in ~~retail~~ renovations is limited,
Qualifications and references are sound/solid.

Score 10
(0-15)

Similar Project Experience:

(10)

Examples provided are good, however they do
not reflect scope of family housing opportunities.

Score 5
(0-10)

Approach to Work:

(50)

Excellent, detailed approach to work plan
Project timeline is acceptable.

Score 45
(0-50)

Financial Qualifications/Cost:

(25)

Meets expected qualifications for funding.
Fees appear to be high, expect renovation cost.

Score 20
(0-25)

Ranking 4

Total Score (0-100) 80

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME:

Clarison Concepts (single firm.)

QUALIFICATION COMMITTEE MEMBER:

Sabrina J. Hogan

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

*Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience:

(15)

Qualifications solid, multiple clients listed
before & after pictures ~~are~~ provided a great
visual, appropriate rehab examples included

Score 15
(0-15)

Similar Project Experience:

(10)

Meets expectations. Balance NSP with non-NSP
projects. Commitment of staff & resources

Score 10
(0-10)

Approach to Work:

(50)

Comprehensive approach including a detailed
chart for time line. Small vendors will be
used to complete the project. Completed more than
120 rehab projects.

Score 50
(0-50)

Financial Qualifications/Cost:

(25)

Solid, however fees seem high for
considering investment.

Score 20
(0-25)

Ranking 2

Total Score (0-100)

95

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME:

Corinthian Builders, Inc.

QUALIFICATION COMMITTEE MEMBER:

Sabrina O'Byrne

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

*Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience:

(15)

Excellent Company and individual qualifications. Experience demonstrated strong examples.

Score 15
(0-15)

Similar Project Experience:

(10)

Client listed twice and other facets are excellent.

Score 8
(0-10)

Approach to Work:

(50)

Experience with acquisition rehabilitation, + resale. Will use local vendors when possible. Unclear as to timeline for each renovation.

Score 45
(0-50)

Financial Qualifications/Cost:

(25)

Funding meets expectations. Fees are high in my opinion. They exceed most for rehab projects.

Score 20
(0-25)

Ranking 4

Total Score (0-100)

88

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME:

Thilla Construction Services LLC
Sabrina J. Dyer Sing for

QUALIFICATION COMMITTEE MEMBER:

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

*Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience:

(15)

Experience acceptable as listed for residential
renovations.

Score 5
(0-15)

Similar Project Experience:

(10)

Similar experience is gained toward high
end renovations with large budgets. However
they are still residential in nature.

Score 10
(0-10)

Approach to Work:

(50)

Excellent approach to work, very detailed.
However I am concerned about the time
to completion. It seems unrealistic.
Willingness demonstrated to use local vendors

Score 45
(0-50)

Financial Qualifications/Cost:

(25)

NO connection demonstrated between Mr. Williams
and Thilla Construction. Line of credit from bank of
America ~~needs to be~~ should be verified as well.
Fees are reasonable given the amount
for rehab costs.

Score 2/5
(0-25)

Ranking 5

Total Score (0-100)

85

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME:

Ruby Builders, Inc.

QUALIFICATION COMMITTEE MEMBER:

Sabrina O'Brien

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

*Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience:

(15)

Excellent qualifications & experience in residential rehab. Strong references provided.

Score 15
(0-15)

Similar Project Experience:

(10)

Excellent examples/references provided. Meets expectations in terms of the type of res. repairs. No mention of plumbing.

Score 9
(0-10)

Approach to Work:

(50)

Detailed approach to work and fair timeline associated. Committed to use local vendors when needed. More details regarding the completion of the project would have been useful.

Score 40
(0-50)

Financial Qualifications/Cost:

(25)

Financial documentation provided is good. Bond letter was very good. Fees are below the max. for the rehab project and I believe they are in line.

Score 25
(0-25)

Ranking 3

Total Score (0-100) 89

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME:

~~Woodward~~ Woodward Construction Co.

QUALIFICATION COMMITTEE MEMBER:

Sebin O'Bryan

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

**Describe strengths, weaknesses and deficiencies to support your assessment.*

Qualifications and Experience:

(15)

Sound experience. Letters of recommendation for recent customers.

Score 15
(0-15)

Similar Project Experience:

(10)

Seven years of rehab projects for the City of WP.

Score 10
(0-10)

Approach to Work:

(50)

Approach to work is solid and demonstrates an understanding of the scope. Local vendors listed for coordination w/ project. Experienced staff demonstrated.

Score 50
(0-50)

Financial Qualifications/Cost:

(25)

Financial statements demonstrate financial qualifications. Fees are reasonable for renovation project and are below market for rehab project construction cost.

Score 25
(0-25)

Ranking 1

Total Score (0-100) 98

Resale

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME:

Miller Construction

QUALIFICATION COMMITTEE MEMBER:

Michelle Saunders

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

*Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience:

(15)

Young Company

Score 13
(0-15)

Similar Project Experience:

(10)

Some experience but limited

Score 8
(0-10)

Approach to Work:

(50)

Scrup work plan - Green focused / Creative
Ambitious - ?
Comprehensive
4 units per month - All 25 homes - ?

Score 40
(0-50)

Financial Qualifications/Cost:

(25)

Lowest Fixed Fees
Sound financial resources

Score 25
(0-25)

Ranking 1

Total Score (0-100) 86

Resale

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME:

Atlantic Energy Solutions

QUALIFICATION COMMITTEE MEMBER:

Michelle Saunders

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

*Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience:

(15)

Young

Score 12
(0-15)

Similar Project Experience:

(10)

500 rehabs + Weatherization

Score 10
(0-10)

Approach to Work:

(50)

20 Homes Good fine line Detailed, Green
see Rehab + weatherization

Score 45
(0-50)

Financial Qualifications/Cost:

(25)

Fixed Fees

Score 15
(0-25)

Ranking 2

Total Score (0-100) 82

Resale

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME:

Ruby Bldgs

QUALIFICATION COMMITTEE MEMBER:

Michelle Saunders

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

***Describe strengths, weaknesses and deficiencies to support your assessment.**

Qualifications and Experience:

(15)

Long standing, Certified, Licensed
Good team

Score 15
(0-15)

Similar Project Experience:

(10)

Demonstrates similar projects - Mostly damage repair
Not clear of extent of rehab. experience

Score 8
(0-10)

Approach to Work:

(50)

20 Homes Good time line demonstrated - detailed
Creative

Score 40
(0-50)

Financial Qualifications/Cost:

(25)

Fixed Fees
Sound finances
litigation - 0

Score 18
(0-25)

Ranking 3

Total Score (0-100) 81

Resale

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME:

Woodard Construction

QUALIFICATION COMMITTEE MEMBER:

Michele Samuels

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

*Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience:

(15)

Has partners & several years of experience
+ credentials

Score 15
(0-15)

Similar Project Experience:

(10)

40 projects - Rehab.

Score 10
(0-10)

Approach to Work:

(50)

Dedicated staff assigned
Not clear time line - 4-5 listing within
first 45 days or so

Score 25
(0-50)

Financial Qualifications/Cost:

(25)

Where is the line of credit
pg 27 - Under General information
" Defendant in legal action - Yes
Bankrupt in 7 yrs - Yes

Score 20
(0-25)

Ranking 4

Total Score (0-100) 80

Resale

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME:

The Center For Affordable Housing

QUALIFICATION COMMITTEE MEMBER:

Michelle Saunders

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

*Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience:

(15)

Extensive experience in County projects
licensed Realtor
Question about other Credentials or
Certifications of other partners

Score 15
(0-15)

Similar Project Experience:

(10)

10 Homes / 6 Homes
1 Rental Units

Score 10
(0-10)

Approach to Work:

(50)

Time line appears too long
of Homes during this time line not specific
24 Homes

Score 30
(0-50)

Financial Qualifications/Cost:

(25)

Fixed Fees
Sound financial mgmt

Score 22
(0-25)

Ranking 5

Total Score (0-100) 77

Resale

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME:

Clarkson Concepts

QUALIFICATION COMMITTEE MEMBER:

Michelle Saunders

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

***Describe strengths, weaknesses and deficiencies to support your assessment.**

Qualifications and Experience:

(15)

Young - meets qualifications + experience

Score 12
(0-15)

Similar Project Experience:

(10)

120 Renovation

Score 10
(0-10)

Approach to Work:

(50)

25 Homes Green focus
Good time line - detailed

Score 40
(0-50)

Financial Qualifications/Cost:

(25)

Fixed Fees high

Score 10
(0-25)

Ranking 6

Total Score (0-100) 72

Resale

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME:

Corinthian Bldgs

QUALIFICATION COMMITTEE MEMBER:

Michelle Scumaker

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

*Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience:

(15)

Certified-Licensed

Score 15
(0-15)

Similar Project Experience:

(10)

Demonstrates good similar project experience

Score 10
(0-10)

Approach to Work:

(50)

No detailed time line - very general / Over
15 Homes in 1 yr.

Score 40
(0-50)

Financial Qualifications/Cost:

(25)

High Fixed Fees

Score 5
(0-25)

Ranking 7

Total Score (0-100) 70

Resale

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME:

Allure Homes

QUALIFICATION COMMITTEE MEMBER:

Michele Saunders

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

*Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience:

(15)

Young Company but long term experience

Score 15
(0-15)

Similar Project Experience:

(10)

175 Homes Constructed

Score 10
(0-10)

Approach to Work:

(50)

Approach not detailed - very general

Score 20
(0-50)

Financial Qualifications/Cost:

(25)

Fixed Fees

Score 15
(0-25)

Ranking 8

Total Score (0-100) 60

Resale

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME:

City of Sanford

QUALIFICATION COMMITTEE MEMBER:

Michelle Saunders

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

*Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience:

(15)

Team appears young & experience except Bldg Official
who

Score 10
(0-15)

Similar Project Experience:

(10)

No Homes

Score 8
(0-10)

Approach to Work:

(50)

50 units - ?
No realtor - will use several - will this need to be bid
as other vendors, ~~that has some~~ possibly too many layers for approval

Score 25
(0-50)

Financial Qualifications/Cost:

(25)

Fixed Fees
litigation - ?

Score 10
(0-25)

Ranking 9

Total Score (0-100) 52

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME:

QUALIFICATION COMMITTEE MEMBER:

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

"Describe strengths, weaknesses and deficiencies to support your assessment."

Qualifications and Experience:

(15)

Very good...

Score 15
(0-15)

Similar Project Experience:

(10)

*Has undertaken CDBG projects in
Alameda Co - will know the
work there.*

Score 10
(0-10)

Approach to Work:

(50)

Good... The experience counts!

Score 40
(0-50)

Financial Qualifications/Cost:

(25)

*Good, firm has the financial capacity
and has provided a cost effective
proposal.*

Score 25
(0-25)

Ranking 1

Total Score (0-100)

90.0

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME:

Ruby Builders (Resub)

QUALIFICATION COMMITTEE MEMBER:

R. Soto-LopezEVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
 - Excellent, Very Good, Solid in all respects.
 - Good, No major weaknesses, Fully Acceptable as is
 - Marginal, Weak, Workable but needs clarifications
 - Unacceptable, Needs major help to be acceptable
- *Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience:

(15)

Excellent: 50 YEARS IN BUSINESS.
3000 residential repairs.

Score 15
 (0-15)

Similar Project Experience:

(10)

Documents 3000 residential repair pro-
jects has worked @ SHRP & HUD
Agency

Score 10
 (0-10)

Approach to Work:

(50)

Very Good
Time frames are good, does not
exceed 30 days overall. I particularly
like the time frames.

Score 45
 (0-50)

Financial Qualifications/Cost:

(25)

Good
They have the financial capacity, costs
are the overall average & are
properly submitted.

Score 20 19
 (0-25)

Ranking 2

Total Score (0-100)

90.089.0

Changed
PR
5/14/09

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME:

MILLER CONSTRUCTION SERVICES

QUALIFICATION COMMITTEE MEMBER:

R. SOTO-LOPEZ (Resale)EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

*Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: Good... (15)

QUALIFICATIONS OF THE TEAM MEMBERS THAT MAKE UP THE JOINT VENTURE ARE WELL DEFINED.

Score 15
(0-15)Similar Project Experience: Good... (10)

IT IS A JOINT VENTURE - PROJECT UNDERTAKEN WITHIN PROJECT PARAMETERS TO MEET NSP GOALS.

Score 10
(0-10)Approach to Work: Excellent (50)

Very Well Organized, I particularly like the approach to energy efficiency time frames presented should work.

Score 45
(0-50)Financial Qualifications/Cost: Good... (25)

They do have the minimum to get started. We need to know what # CHANCES G. WILLIAMS WILL PROVIDE.

Score 18
(0-25)Ranking #3Total Score (0-100) 90.088.0

Changed
Rn
5/14/09

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME:

CORINTHIAN BUILDERS, INC.

QUALIFICATION COMMITTEE MEMBER:

F. SOTO-LOPEZ (Resub)EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

*Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: EXCELLENT (15)

VERY WELL ESTABLISHED CREDENTIALS.

Score 15
(0-15)

Similar Project Experience: (10)

MULTIPLE PUBLIC SECTOR PROJECTS, VERY GOOD EXPERIENCE IN SEMINOLE COUNTY.

Score 10
(0-10)

Approach to Work: (50)

VERY WELL DOCUMENTED, THEY ARE THOROUGHLY FAMILIAR WITH ACQUISITION, REHAB, RESALE OF PROPERTIES

Score 40
(0-50)

Financial Qualifications/Cost: (25)

CORINTHIAN BUILDERS SEEMS TO BE WELL ENOUGH CAPITALIZED - FEE SCHEDULE IS HIGH - BUT SHOULD MATCH QUALITY OF WORK.

Score 20
(0-25)

Ranking 4Total Score (0-100) 85.0

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME:

CENTER FOR AFFORDABLE HOUSING

QUALIFICATION COMMITTEE MEMBER:

R. SOTO-LOPEZ (Resale)EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

*Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience:

(15)

Good...Score 15
(0-15)Similar Project Experience:

(10)

CAH has the experience...Score 10
(0-10)Approach to Work:

(50)

TIME FRAMES NEED ADJUSTMENT AND REFOCUS.
CAH MIGHT BE OPERATING OVER CAPACITY.Score 35.0
(0-50)Changed
RPM
5/14/09Financial Qualifications/Cost:

(25)

Good...Score 25
(0-25)Ranking 4/5

Total Score (0-100)

85.0 8.0

NOTE: I would like to address the
OVER CAPACITY issue.

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME:

Clarkson Concepts, Inc.

QUALIFICATION COMMITTEE MEMBER:

R. SOTO-LAVER (Resale)EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

*Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience:

Good... (15)

Good team approach - Good back-ground is presented.

Score 15
(0-15)

Similar Project Experience:

Good... (10)

They document 120 property renovations and provide graphic examples

Score 10
(0-10)

Approach to Work:

Good... (50)

They provide a very good Scope of Services they anchored non-profit - for profit partners.

Score 40
(0-50)

Financial Qualifications/Cost:

(25)

They have the necessary line of credit. For cost are high.

Score 10
(0-25)

Ranking 6

Total Score (0-100)

75.0
Change 5/14/09

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME:

City of Sanford, FL

QUALIFICATION COMMITTEE MEMBER:

R. Soto-Lopez (Rishah)

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

"Describe strengths, weaknesses and deficiencies to support your assessment."

Qualifications and Experience: Good (15)

CREDENTIALS VERY WELL PRESENTED.
STRONG PUBLIC SECTOR PROJECT
MANAGEMENT TEAM AS PRESENTED.

Score 15
(0-15)Similar Project Experience: Good (10)

Well documented examples of
public sector projects.

Score 10
(0-10)Approach to Work: NOT SO
GOOD! (50)

Many days too long for rehab work -
trying days to complete closings total
120 days - CAN BE DONE 80-90 days

Score 25
(0-50)

Financial Qualifications/Cost: (25)

No issue @ Financials, For Costs
SEEM HIGH.

Score 20
(0-25)Ranking 1Total Score (0-100) 70.0

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME:

Reverie Homes, LLC

QUALIFICATION COMMITTEE MEMBER:

R. SOTO-LOPEZ (Resale)EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
 - Excellent, Very Good, Solid in all respects.
 - Good, No major weaknesses, Fully Acceptable as is
 - Marginal, Weak, Workable but needs clarifications
 - Unacceptable, Needs major help to be acceptable
- *Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: Good... (15)

Forty six years in home construction.
Nineteen years in New Jersey as conductor
for Smith family homes.

Score 15
(0-15)Similar Project Experience: Good... (10)

Twenty (30) homes in Central Florida

Score 10
(0-10)Approach to Work: Marginal... (50)

This aspect of proposal needs further
development - weak - all any
not getting the project management focus.

Score 25
(0-50)

Financial Qualifications/Cost: (25)

They have financing, how ever fee cost
is above average when considering
the proposal submitted.

Score 15
(0-25)Ranking 8Total Score (0-100) 65.0

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME:

ATLANTIC ENERGY SOLUTIONS, Inc.

QUALIFICATION COMMITTEE MEMBER:

R. SOTO-LOPEZ (Rusali)EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

**Describe strengths, weaknesses and deficiencies to support your assessment.*

Qualifications and Experience:

Good

(15)

Q&E composed of different actors whose individual strengths are good. The green aspects of ATLANTIC ENERGY SOLUTIONS.

Score 15
(0-15)

Similar Project Experience:

Marginal

(10)

Individual experiences who comprise this group are all good - but does not say how it will work together - without example.

Score 10
(0-10)

Approach to Work:

Marginal

(50)

Proposal very convoluted, not totally clear on how the all comes together - Narrative a bit confusing.

Score 25
(0-50)

Financial Qualifications/Cost:

(25)

From what was presented at least I know ATLANTIC ENERGY SOLUTIONS has financing capacity - DO NOT GET THE REST OF THE TERMS FINANCIAL POSITION for

Score 10
(0-25)Ranking 9Overall picture.

Total Score (0-100)

60.0



SEMINOLE COUNTY

Department of Administrative Services Purchasing and Contracts Division

1101 East First Street, Room 3208
Sanford, FL 32771
Phone: 407-665-7116; Fax: 407-665-7956

May 29, 2009

Mr. Robert (Sherman) Yehl
City Manager
City of Sanford
P.O. Box 1788
Sanford, FL 32772-1788

Subject: Your protest email dated 05/20/09 concerning RFP-4277-09/RTB;
Neighborhood Stabilization Program (NSP).

Dear Mr. Yehl:

This is in response to your protest email concerning the subject procurement. In accordance to Section 8.1538 of the Seminole County Administrative Code, the following is the Purchasing and Contracts Manager's findings and determination concerning your protest. The response addresses each of your three (3) issues as cited in your email.

- Seminole County would not be awarded the bulk of these funds absent Sanford's population. The majority of this County's low income population and at least 25% of the foreclosures are located in Sanford. Therefore it is in our best interest, as well as the County's, to assure that these funds are spent properly in Sanford. The City is in the best position to oversee this program.

Response: The NSP was an entitlement grant awarded to Seminole County as a grantee. The reasons for the RFP process were to ensure that the funds are indeed spent in accordance with proper procedures and to meet all the requirements of this program. Your comment does not relate to any of the specific evaluation criteria outlined in the RFP solicitation package. This solicitation and the monies spent under this program will reflect the City of Sanford's concerns about the significant foreclosure rate and will reflect the Sanford area as an area of significant NSP activity. The NSP program encompasses thirteen (13) targeted areas in Seminole County, some of which are located in the City of Sanford.

- The City of Sanford is in the most advantageous position both financially and with experience to successfully carry out this program. The City of Sanford has the internal systems to assure the funds are spent appropriately, in compliance with all County and Federal regulations.

Response: Based on the evaluation criteria and the proposal submitted by the City of Sanford it appears that only part of the scope of work was being proposed by the City of Sanford. The RFP process was to identify firm/agencies that could best provide the services including the rehabilitation work. The City of Sanford proposed a very high fixed fee schedule and this appeared to negatively affect the score and therefore the ranking. The timeframe of 90 days for performing the rehabilitative work exceeded the 60 day rehabilitation work period outlined in the agreement (page 8 of draft agreement). The City of Sanford did demonstrate an ability to carry out a similar program, but this program management and oversight would have been duplicating the County's oversight and program management.

- The City of Sanford is in the best position to communicate and interact with residents to administer this program. Based on our ongoing relationships with residents and various interest groups in our community, we are able to assure this program is appropriately marketed and communicated.

Response: This comment appears to relate to project management which will be performed by the Seminole County Community Development staff office. This is a responsibility of the grantee (Seminole County) to administer the program under the requirements of the NSP grant.

Based upon the above, I find that your proposal was evaluated in a proper fashion and your protest comments would not justify any reason to change the recommendation of the evaluation team. Therefore, it is my decision to reject your protest due to its lack of merit. You may appeal this decision in accordance with Section 8.1538 of the Seminole County Code. If you have any questions or need further assistance, please contact my office at 407-665-7111.

Sincerely,



Ray Hooper, CPCM
Purchasing and Contracts Manager

cc: Cindy Coto, County Manager
Ann Colby, Assistant County Attorney
Frank Raymond, Administrative Services Director
Michele Saunders, Community Services Director
Bob Hunter, Procurement Supervisor
Board of County Commissioners

**HUD NEIGHBORHOOD STABILIZATION PROGRAM ACQUISITION, REHABILITATION
AND RESALE OF SINGLE FAMILY HOMES DEVELOPER AGREEMENT
(RFP-4277-09/RTB)**

THIS AGREEMENT is made and entered into this ____ day of _____, 2009, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida, 32771, hereinafter referred to as the "COUNTY", and **CLARKSON CONCEPTS, INC.**, a Florida for profit corporation, whose address is 106 Riverbend Boulevard, Longwood, Florida 32779, hereinafter referred to as the "DEVELOPER".

W I T N E S S E T H:

WHEREAS, COUNTY has made application to and received from the United States Department of Housing and Urban Development a grant in the amount of SEVEN MILLION NINETEEN THOUSAND FIVE HUNDRED FOURTEEN AND NO/100 DOLLARS (\$7,019,514.00) as its share of the Neighborhood Stabilization Program under Title 42 United States Code, section 5301, et seq. for the purpose of remediating the high incidence of abandoned and foreclosed homes in identified neighborhoods within the County; and

WHEREAS, the objective of the Neighborhood Stabilization Program is to acquire, rehabilitate and expeditiously make such single family homes affordable and available to households of Low, Moderate and Middle Income as defined herein:

WHEREAS, DEVELOPER is duly authorized to conduct business in the State of Florida and is experienced and actively involved in the acquisition, construction, rehabilitation and sale of affordable, single family housing to lower income households; and

WHEREAS, COUNTY and DEVELOPER wish to collaborate in the location, acquisition, rehabilitation and resale of a minimum of three (3) single family homes having at least two (2) or preferably three (3) bedrooms as more fully set forth herein and in the attached Exhibits to this Agreement; and

WHEREAS, the acquired housing units shall be sold to those persons or households who have been pre-qualified and approved by COUNTY for inclusion in the COUNTY's Neighborhood Stabilization Plan waiting list for down payment assistance in the form of deferred payment, forgivable second mortgage financing,

NOW, THEREFORE, in consideration of the premises and mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and DEVELOPER agree as follows:

SECTION 1. RECITALS. The above recitals are true and form a material part of the Agreement upon which the parties have relied.

SECTION 2. DEFINITIONS.

"CS Administrator" means the Community Services Director or Community Assistance Division Manager or their designee within COUNTY's Community Services Department.

"County Approval" means written approval by the CS Administrator or the Board of County Commissioners as may be necessary from time to time.

"Developer Fee" shall mean the total compensation paid to DEVELOPER in the form of a flat fee in the amount of ELEVEN THOUSAND FIVE HUNDRED THIRTY-SIX AND 83/100 DOLLARS (\$11,536.83) per each house

for performance of all specified Project services as specified herein and in Exhibit "A" attached hereto. The Developer Fee shall be the sum total of the component charges specified in Exhibit "B", attached to this Agreement and fully incorporated herein by reference. Said compensation shall be payable to DEVELOPER upon the successful sale and closing of each acquired and rehabilitated unit to the end purchaser(s) subject to the requirements of section 5 (d) of this Agreement.

"HUD" shall mean the United States Department of Housing and Urban Development.

"Low Income" shall mean gross household income from all sources which is less than or equal to fifty percent (50%) of the median household income for the Orlando Metropolitan Statistical Area.

"Low, Moderate or Middle Income" or **"LMMI"** shall mean gross household income from all sources not to exceed one hundred twenty percent (120%) of the median family income within the Orlando Metropolitan Statistical Area during the term of the Restrictive Use Period.

"Middle Income" shall mean gross household income from all sources which is greater than eighty percent (80%) but not exceeding one hundred twenty percent (120%) of the median income for the Orlando Metropolitan Statistical Area.

"Moderate Income" shall mean gross household income from all sources which is greater than fifty percent (50%) but not exceeding eighty percent (80%) of the median income for the Orlando Metropolitan Statistical Area.


"Neighborhood Stabilization Plan" or "NSP" shall mean that program authorized under the Housing and Economic Recovery Act of 2008 ("HERA"), enacted on July 30, 2008 as part of Public law 110-289 which provides COUNTY up to SEVEN MILLION NINETEEN THOUSAND FIVE HUNDRED FOURTEEN AND NO/100 DOLLARS (\$7,019,514.00) for the affordable housing Project defined herein and for other programs not addressed by this Agreement.

"Parties" shall mean DEVELOPER and COUNTY with respect to this Agreement.

"Project" shall mean the location, identification and subject to County Approval, the acquisition, rehabilitation and resale of single family homes for sale only to income qualified buyers of Low, Moderate and Middle Income from the list of eligible, income qualified persons or households on COUNTY's NSP waiting list. Project services shall also include showing the identified homes to the prospective buyers prior to acquisition. Condominium units may not be included in the Project. Maximum acquisition as well as resale price of Project units shall not exceed the current market appraisal as determined by COUNTY's professional appraiser less the NSP Purchase Discount required by HUD and approved by COUNTY for each Property. Eligible housing units shall only include vacant, abandoned and/or foreclosed homes which have been vacant for at least ninety (90) days and in certain census tracts and neighborhoods as identified and more fully explained in Exhibit "A" hereto and fully incorporated herein by reference. Project services shall include assistance in the procurement of first mortgage financing for the end purchaser of the home. Properties acquired by DEVELOPER

under this Agreement shall be subject to a deed restriction of record, executed by DEVELOPER, limiting the use, occupancy and sales of such housing units to persons of Low, Middle and Moderate Income for a period of twenty (20) years from the date of DEVELOPER's acquisition.


"Property" or "Properties" shall mean those vacated, abandoned or foreclosed real property parcels containing single family homes acquired and rehabilitated comprising the Project and which shall be subject to the Restrictive Use Period.

"Rehabilitation" shall mean the repair, upgrading, refurbishing or improvement, including those to enhance energy efficiency or other work necessary to render acquired Properties compliant with all applicable State and local building codes. Rehabilitation services shall not be less than THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) nor more than FIFTEEN THOUSAND  AND NO/100 DOLLARS (\$15,000.00) per acquired Property. Said maximum amount may be increased to a maximum of TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) but only in the event unanticipated problems are discovered during performance of approved tasks and must be specifically approved by COUNTY prior to commencement.

"Restrictive Use Covenant" shall mean that instrument prepared by COUNTY substantially in the form attached as Exhibit "E" to this Agreement and incorporated herein by reference which shall be executed and recorded by DEVELOPER, restricting each Property comprising the Project to single family residential use and occupancy by LMHI households for the duration of the applicable Restrictive Use Period.


"Restrictive Use Period" shall mean the length of time for which a housing unit, acquired and rehabilitated with NSP funding hereunder, shall be owner occupied by a Low, Middle or Moderate Income household for a term of twenty (20) years as established by the Restrictive Use Covenant and shall not be confused with the affordability and debt forgiveness provisions described in the NSP down payment assistance mortgage documents executed by a purchasing household and given to COUNTY.

SECTION 3. STATEMENT OF WORK.

(a) DEVELOPER, in a manner satisfactory to COUNTY, shall timely perform or cause to be performed the Project, as defined above and described in Exhibit "A", "General Scope of Services", and according to the compensation schedule of Exhibit "B", "Developer Fee Computation Schedule". Project  services shall be performed, except as otherwise specifically stated herein, by DEVELOPER itself or by persons or instrumentalities solely under the dominion and control of DEVELOPER. All third party vendors or subcontractors must be approved by COUNTY prior to their engagement by DEVELOPER. Strict compliance with all terms of this Agreement and all Exhibits hereto, including particularly the Scope of Services (Exhibit "A") shall be a condition precedent to any distribution of NSP funds by COUNTY to DEVELOPER.

(b) DEVELOPER shall only sell the acquired and rehabilitated Properties to those persons who have been pre-qualified by COUNTY as eligible for NSP down payment assistance and who have been referred to DEVELOPER and approved by COUNTY for such assistance and subsequent to having shown the house to the prospective purchaser(s). Failure of


DEVELOPER to comply with these provisions shall constitute an event of default, shall be grounds for unilateral termination of this Agreement and shall give rise to a legal action against DEVELOPER for recapture of any NSP funds that may have been expended by COUNTY or initiation of any other remedy provided for in Section 21 of this Agreement.

(c) Approval of each proposed Property acquisition shall be made in writing by the CS Administrator to DEVELOPER. At least two (2) of every three (3) acquired Properties shall be for resale to Low or Moderate Income households and one (1) out of four (4) shall be for resale only to Low Income households. Accordingly, all Project Properties shall be subject to the pricing guidelines specified in Section 5(a) and Exhibit "A" of this Agreement. COUNTY's prior approval shall be in the form of a Work Order in substantially the form attached as Exhibit "F" to this Agreement  and incorporated herein by reference. The amount, timing and method of payment for all services hereunder shall be in accordance with Sections 5, 6 and 7 of this Agreement. All Work Orders will be issued under and incorporate the terms of this Agreement. All acquired and rehabilitated single family housing units subsidized from NSP grant funds shall be acquired, rehabilitated and remarketed to qualified purchasers by no later than June 30, 2010.

(d) COUNTY authorization of specified Rehabilitation services shall also be in the form of a written Work Order issued and executed by COUNTY and signed by DEVELOPER. Each Work Order shall also describe the dates for commencement and completion of work. Rehabilitation services shall be completed within the time specified in the Work Order, but in no event later than sixty (60) days from commencement.

Any Rehabilitation of a COUNTY approved Project home not completed within sixty (60) days from acquisition shall be subject to a liquidated damages assessment of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) for each day in excess thereof.

(e) DEVELOPER shall also be responsible for assisting in the procurement of suitable first mortgage financing for the approved purchaser to be used in conjunction with a deferred payment, NSP funded, second mortgage through the COUNTY. All first mortgages must be obtained from those lending institutions whose names appear on COUNTY's State Housing Initiatives Partnership ("SHIP") list of approved lenders.

(f) Contemporaneously with the acquisition of each Property comprising the Project, DEVELOPER shall also execute and record a Restrictive Use Covenant in the form  attached as Exhibit "E" hereto and incorporated herein by reference.


(g) In the event DEVELOPER fails to timely perform the contracted Project responsibilities hereunder, including provision of the minimum number of three (3) Properties required by this Agreement, COUNTY reserves the right to contract with other parties for the acquisition, Rehabilitation and resale of Project Properties authorized under the NSP grant award and comprising the remaining Project units when it is determined by COUNTY to be in the best interest of COUNTY to do so.

SECTION 4. TERM. DEVELOPER shall fully perform the Project on or before June 30, 2010. The expiration date of this Agreement shall be September 3, 2010 to allow for final reporting and financial

reconciliation, unless otherwise terminated or extended by the Parties. COUNTY shall not be financially liable to DEVELOPER for any Property acquisition or rehabilitation not completed and sold to an income qualified buyer by June 30, 2010, nor for any other fees, costs or charges not submitted by the stated expiration date hereof. The foregoing notwithstanding, Sections 11, 12, 13, 21(g) and (h) and 23 of this Agreement shall remain effective for their purposes beyond the termination date.

SECTION 5. PAYMENT. COUNTY shall pay or reimburse DEVELOPER for services rendered hereunder according to the following terms and conditions:

(a) COUNTY shall subsidize the acquisition and Rehabilitation for approved Properties up to the following maximum amounts:




INCOME CATEGORY	MAXIMUM ACQUISITION AND ESTIMATED REHABILITATION COSTS
LOW INCOME (not exceeding 50% of Area Median Income)	\$120,000.00
MODERATE INCOME (greater than 50% but not exceeding 80% of Area Median Income)	\$140,000.00
MIDDLE INCOME (greater than 80% but not exceeding 120% of Area Median Income)	\$167,000.00

Therefore, the initial acquisition price must take into account the expected Rehabilitation costs for each category of homes being acquired so as not to exceed the above stated maximum subsidy limits.

(b) Direct Costs of Property Acquisition: COUNTY shall direct pay at closing the pre-approved purchase price and transaction costs as they appear on the HUD-1 statements for each approved Property. DEVELOPER

shall provide a reliable, preliminary HUD-1 estimate to COUNTY no later than fifteen (15) days prior to scheduled closing.

(c) Direct Rehabilitation Services: These costs shall be paid upon completion of authorized Rehabilitation services subject to receipt of final approving inspections of the local building official, COUNTY approval of the completed work and submission of the proper Request for Payment Form along with appropriate supporting documentation, including but not limited to, detailed invoices from DEVELOPER, subcontractors and receipts for materials. At least THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) but not more than FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00) of Rehabilitation expenses shall be incurred for each acquired Property. In the event that the Rehabilitation work on a particular unit reveals that FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00)  is insufficient to complete the scheduled tasks due to the discovery of unanticipated complications during the performance of approved tasks, the maximum amount may, subject to prior, written approval of the COUNTY, be increased to a maximum of TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) on a case by case basis. Such revision shall be memorialized in a change order signed by DEVELOPER and COUNTY. Payment by COUNTY for approved Rehabilitation costs shall be as soon as practicable after receipt of all required documentation but in no event longer than thirty (30) days from receipt unless COUNTY disputes the billing in good faith.

(d) Developer Fee: DEVELOPER's compensation for performance of all required Project services shall be in accordance with an agreed upon fixed fee amount not to exceed ELEVEN THOUSAND FIVE HUNDRED

THIRTY-SIX AND 83/100 DOLLARS (\$11,536.83) per Property per Exhibit "B" to this Agreement. The Developer Fee shall be due and payable at the time of resale and closing of the rehabilitated home to the income qualified end purchaser, subject to DEVELOPER's timely submission of a Request for Payment Form, attached as Exhibit "D" to this Agreement. The foregoing notwithstanding, in the event none of the prospective buyers supplied by COUNTY elect to purchase the completed home through no fault of the DEVELOPER and despite its best efforts in the performance of this Agreement, DEVELOPER shall be entitled to payment of the Developer Fee with respect to that particular Property. DEVELOPER shall not be entitled to any other fees for the acquisition Rehabilitation and remarketing services other than pre-approved, documented, out-of-pocket direct costs associated with performance of Project services authorized herein and the attached Scope of Services. Accordingly, first mortgage proceeds from the resale of the Property to the end purchaser shall be made payable directly to COUNTY in an amount equal to the initial acquisition and Rehabilitation subsidy and remitted at the time of closing and conveyance of the home. If not already paid by COUNTY, the Developer Fee and pre-approved costs then due and owing may be paid directly to DEVELOPER from such proceeds.

(e) Subject only to the cost overrun provision of subparagraph (b) of this Section, in no event shall the total amount paid by COUNTY for Project acquisition and Rehabilitation services rendered under this Agreement exceed the maximum payments specified in subparagraph (a) of this Section.


(f) Payment shall only be rendered by COUNTY for services authorized in Exhibits "A" and "B" of this Agreement.

(g) DEVELOPER shall not be entitled to any other compensation other than as specified in this Section. Hidden charges or artfully styled other fees and charges not pre-approved by COUNTY or which are not among the specified Developer Fee components in Exhibit "B" shall not be eligible for payment or reimbursement from NSP funds, Program Income or any other funds of COUNTY or the end purchaser of the home. Because COUNTY is providing the qualified purchasers of the Properties from its NSP waiting list of approved applicants, thus eliminating the need for secondary marketing and sales efforts, no real estate commissions on the resale of the home are permitted.

SECTION 6. PERFORMANCE BONDS AND USE OF SUBCONTRACTORS.


(a) DEVELOPER shall be required to post a performance bond at least equal to the dollar value of the COUNTY approved and authorized Rehabilitation goods and services for each Property comprising the Project. For the duration of the term hereof, DEVELOPER shall furnish COUNTY with a copy of the subject performance bond in the amount of the approved Rehabilitation costs for each Property. To the extent any special increase in Rehabilitation costs is approved by COUNTY pursuant to Section 5(c) hereof, said bond shall be increased accordingly before any such additional work commences. The performance bond shall be effective no later than the date DEVELOPER enters into a binding purchase and sale agreement for sale of the home to DEVELOPER. The performance bond shall be issued by a reliable surety company in a form acceptable to COUNTY and shall be made payable to COUNTY. Said

bond(s) shall insure that the time of delivery of the goods and services is satisfactorily met, that the Rehabilitation work performed and equipment or materials supplied meet all specifications and that all warranties shall be honored. If at any time after the execution of this Agreement, COUNTY shall deem the surety or sureties to be unsatisfactory or if for any reason the performance bond ceases to be adequate to cover the performance and payments of the work, DEVELOPER shall, at its own expense, if necessary and within fifteen (15) days after receipt of notice from COUNTY to do so, furnish additional bond(s) in such form and amounts and with such sureties as shall be satisfactory to COUNTY.

(b) If subcontractors or other professional associates are required in connection with the services covered by this Agreement, DEVELOPER shall remain fully  responsible for the services of subcontractors or other professional associates. All subcontractors or other outside professionals retained by DEVELOPER shall be pre-approved by COUNTY before DEVELOPER enters into any contract with such outside subcontractors or vendors. DEVELOPER shall provide COUNTY a copy of the proposed subcontract(s) at the time approval is sought. COUNTY shall have fifteen (15) days from the date of receipt of the request and the copy of the proposed contract(s) to approve or disapprove the selected person(s). Approval or disapproval shall be in writing and signed by the CS Administrator. COUNTY's failure to timely provide written notice shall be deemed as an approval and DEVELOPER shall then be free to enter into the subcontract without further delay. DEVELOPER shall be fully responsible for the adequacy

of services performed and materials provided by subcontractors as well as for prompt payment thereof and for prompt removal of any liens that may be filed by such persons. Failure to preserve and present marketable title free and clear of any such liens shall be deemed an event of default under this Agreement and shall be grounds for COUNTY to withhold remaining payments to DEVELOPER and to cash the performance bond if deemed necessary by the CS Administrator. All subcontractors and other vendors utilized by DEVELOPER shall be subject to the same insurance requirements as required for DEVELOPER under Section 14 of this Agreement. Proof of such insurance shall be supplied in connection with any request for COUNTY approval of subcontractors.

SECTION 7. REPORTING REQUIREMENTS.

(a) In addition to the  documentation required by Sections 5 and 6, DEVELOPER shall submit the following financial documentation to COUNTY:

(1) At or prior to the time of Property acquisition, a proposed closing date and, with respect to commencement of Rehabilitation, a specific list of proposed improvements, estimated costs, construction timetable chart and, if applicable, draw schedule.

(2) A completed Monthly Report in the form of attached Exhibit "C" on or before the fifteenth (15th) day of each month during the term of this Agreement.

(3) A summary of the number of housing units currently under contract for sale to DEVELOPER, those undergoing Rehabilitation, the percentage of completion of the units, the number of Properties

completed and the number of Properties under contract for sale or sold to income qualified purchasers (this information shall be submitted as a part of the Monthly Report);

(4) A final cumulative statement of all costs of acquisition and Rehabilitation services rendered pursuant to this Agreement. Said statement shall include any costs and charges not previously invoiced. COUNTY shall not be liable for payment of any costs, fees or charges not included in the final cumulative statement or reported thereafter. Said statement shall be due on or before June 30, 2010.

(b) Failure by DEVELOPER to submit any report required by this Section shall allow COUNTY to withhold payment or reimbursement to or on behalf of DEVELOPER for any one or all Properties until such report is submitted to COUNTY as required herein.

(c) COUNTY and the general public shall have access to and, when requested, shall be provided copies of any and all of DEVELOPER's records pertaining to Project activities and the NSP funding described in this Agreement.

SECTION 8. COMPLIANCE WITH LOCAL AND STATE LAWS. During the execution and implementation of this Agreement, DEVELOPER shall comply with all applicable State and local laws, regulations, ordinances and policies, including but not limited to, the following:

(a) Title III of Public Law 110-289 authorizing the NSP Program along with any HUD regulations promulgated in connection therewith;

(b) Title 24, Part 570, Code of Federal Regulations pertaining to the Community Development Block Grant ("CDBG") program as those

provisions relate to the Neighborhood Stabilization Program.

(c) Chapter 112, Florida Statutes, including particularly Part III thereof entitled "Code of Ethics For Public Officers and Employees".

(d) All written procedures and policies issued by COUNTY regarding implementation of COUNTY's NSP Program.

(e) Section 220.115, Seminole County Code (prohibiting the illegal use of public monies for unethical purposes involving COUNTY personnel). Violations of said Code provision shall be grounds for unilateral termination of this Agreement by COUNTY.

SECTION 9. PROJECT PUBLICITY. Any news release, project sign or other type of publicity pertaining to the Project shall recognize the Seminole County Board of County Commissioners as the recipient of NSP funding from HUD and who provided Project funding to DEVELOPER.

SECTION 10. MANAGEMENT ASSISTANCE. The CS Administrator or his/her designee shall be reasonably available to DEVELOPER to provide guidance on CDBG and NSP Program requirements; provided, however, that this provision shall not be deemed to relieve DEVELOPER of any duties or obligations set forth in this Agreement or compliance with applicable laws or regulations.

SECTION 11. MAINTENANCE OF RECORDS.

(a) DEVELOPER shall, at a minimum, maintain all records required by State and local laws, rules, regulations and procedures, including particularly, Florida Public Records Laws.

(b) DEVELOPER shall maintain such records and accounts, including but not limited to property and personnel records, as deemed necessary by Florida law and COUNTY or otherwise typical in sound business

practices to assure proper accounting of all Project funds and compliance with this Agreement.


(c) All records and contracts of whatsoever type or nature required by this Agreement shall be available for audit, inspection and copying at any time during normal business hours and as often as the CS Administrator, COUNTY, HUD or other Federal or State agency may deem necessary. DEVELOPER shall retain all records and supporting documentation applicable to this Agreement for a minimum of five (5) years after resolution of the final audit and in accordance with Florida law. If any litigation or claim is commenced prior to expiration of the five (5) years and extends beyond such time, the records shall be maintained until resolution of the litigation or claim. Any person duly authorized by COUNTY shall have full access to and the right to examine the records during such time.



SECTION 12. LIABILITY. COUNTY shall not be liable to any person, firm, entity or corporation who contracts with or who provides goods or services to DEVELOPER in connection with the services to be performed hereunder or for debts or claims accruing to such parties against DEVELOPER. This Agreement shall not create a contractual relationship, either express or implied, between COUNTY and any other person, firm or corporation supplying any work, labor, services, goods or materials to DEVELOPER as a result of services to COUNTY hereunder. Section 768.28, Florida Statutes, shall be deemed as controlling with respect to any actions in tort naming COUNTY as a defendant. Nothing in this Agreement or in this Section shall be construed as constituting a waiver of the limitations of damages and the sovereign immunity

conferred on COUNTY by said Statute.

SECTION 13. INDEMNIFICATION.

(a) DEVELOPER shall defend, hold harmless and indemnify COUNTY, its officers, boards, employees and agents from and against any and all liability, loss, claims, damages, costs, attorney's fees and expenses of whatsoever kind, type or nature which COUNTY may sustain, suffer or incur or be required to pay by reason of the loss of any monies paid to DEVELOPER or whomsoever resulting out of fraud, defalcation, dishonesty or failure of DEVELOPER to comply with applicable laws, rules or regulations; or by reason or as a result of any act or omission of DEVELOPER in the performance of this Agreement or any part thereof; or by reason of a judgment over and above the limits provided by the insurance required hereunder; or by any defect in the acquisition or Rehabilitation of any portion of  the Project or in the title to any affected Property; or by failure to pay vendors resulting from financial shortfalls caused by DEVELOPER's failure to supply required reports to COUNTY; or as may otherwise result in any way or instance whatsoever.

(b) In the event that any action, suit or proceeding is brought against COUNTY upon any alleged liability arising out of this Agreement or any other matter relating to this Agreement, COUNTY shall provide notice in writing thereof to DEVELOPER by certified mail, return receipt requested, addressed to DEVELOPER at its address herein provided. Upon receiving notice, DEVELOPER, at its own expense, shall diligently defend against the action, suit or proceeding and take all action necessary or proper therein to prevent the obtaining of a judgment against COUNTY.

(c) Nothing herein shall prevent COUNTY from retaining or using its own counsel if it concludes that such is essential to maintain its defense or if DEVELOPER's counsel is unable to represent COUNTY's interests due to ethical conflicts. In such circumstances, DEVELOPER shall continue to absorb those costs at their own expense.


SECTION 14. INSURANCE.

(a) General. DEVELOPER shall, at its own cost, procure the insurance required under this Section as a precondition to performance of any Project services. These same terms and required minimum levels of insurance coverage shall also apply to all COUNTY approved subcontractors retained by DEVELOPER to perform Project services.

(1) DEVELOPER shall furnish COUNTY's Purchasing and Contract's Division with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section. COUNTY and its officials, officers and employees shall be named additional insured under the commercial general liability, business auto, flood insurance and umbrella liability policies. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation, nonrenewal notice or restriction of coverage. Policies must be specifically endorsed to provide COUNTY with such notification. Until such time as the insurance is no longer required to be maintained by DEVELOPER, DEVELOPER shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with this specific Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, DEVELOPER shall, at the option of COUNTY, submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

(3) In addition to providing the Certificate of Insurance and if required by COUNTY, DEVELOPER shall, within thirty (30) days after receipt of a written request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval  by COUNTY nor failure to disapprove the insurance furnished by DEVELOPER shall relieve DEVELOPER of their full responsibility for performance of any obligation including their indemnification of COUNTY under this Agreement.

(5) Deductible/self-insured retention amounts must be declared to and approved by COUNTY, and shall be reduced or eliminated upon written request from COUNTY. The risk of loss within the deductible amount, if any, in the insurance purchased and maintained pursuant to this document will be borne by DEVELOPER.

(6) In the event of loss covered by Property Insurance, the proceeds of a claim shall be paid to COUNTY, and the COUNTY shall apportion the proceeds between the COUNTY and DEVELOPER as their interests may appear.

(7) Neither COUNTY'S review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by DEVELOPER in accordance with this Section, nor COUNTY'S decisions to raise or not to raise any objections about either or both, shall in any way relieve or decrease the liability of DEVELOPER. If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, DEVELOPER shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and DEVELOPER shall remedy any deficiencies in the policies of insurance within 10 days.

(8) COUNTY'S authority to object to insurance shall not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of DEVELOPER or any other party.




(9) Coverage: The insurance provided by DEVELOPER pursuant to the Contract Documents shall apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Board of County Commissioners of Seminole County, Florida or the COUNTY'S officials, officers or employees shall be excess of and not contributing with the insurance provided by the DEVELOPER.

(10) Waiver of Subrogation: All policies shall be endorsed to provide a Waiver of Subrogation clause in favor of the Board of County Commissioners of Seminole County Florida, its officials, officers and employees.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:


(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes shall have and maintain a Rating of "A-" or better and a Financial Size Category of "VII" or better, both according to  A.M. Best Company.

(3) If during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose their Certificate of Authority, (ii) no longer comply with Section 624.4621, Florida Statutes or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, DEVELOPER shall, as soon as it has knowledge of any such circumstance, immediately notify COUNTY's Purchasing and Contracts Division and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as DEVELOPER has replaced the unacceptable insurer with an insurer acceptable to COUNTY, DEVELOPER shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liabilities of DEVELOPER, DEVELOPER shall, at their sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by DEVELOPER and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) DEVELOPER's insurance shall cover DEVELOPER for liability which would be covered by the latest edition of the standard Workers' Compensation Policy (NCCI Form WC 00 00 00 A) as filed for use in Florida by the National Council  on Compensation Insurance, without restrictive endorsements. DEVELOPER will also be responsible for procuring proper proof of coverage from their subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both DEVELOPER and their subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable Federal or State law.


(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida

Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$ 500,000.00	(Each Accident)
\$ 500,000.00	(Disease-Policy Limit)
\$ 500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) DEVELOPER's insurance shall cover DEVELOPER for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire  Damage Legal Liability.

(B) The DEVELOPER shall maintain separate limits of coverage applicable only to the Project services performed under the Agreement and related documents, i.e., work orders. The minimum limits to be maintained by the DEVELOPER shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Construction Project(s) General Aggregate Limit endorsement ISO Form CG 25 03) to a Commercial General Liability Policy with amounts as specified in this section.

(C) DEVELOPER (applicable to construction contracts only) shall continue to maintain Products/Completed Operations coverage for a period of two years after Final Completion. The insurance shall cover those sources of liability which would be

covered by the latest edition of Coverage A of the Commercial General Liability Form (ISO Form CG 00 01) or Coverage A of the Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37), as filed for use in the State of Florida by the Insurance Services Office without restrictive endorsements.

(D) The Board of County Commissioners of Seminole County, Florida, its officials, officers and employees are to be included as Additional Insured's. ISO Endorsements CG 20 10 and CG 20 37 or their equivalent shall be used to provide such Additional Insured status.

(3) Business Auto Policy

(A) The DEVELOPER'S insurance shall cover the DEVELOPER for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

(B) The Board of County Commissioners of Seminole County, Florida, its officials, officers and employees are to be included as Additional Insured's.

(4) Umbrella Liability

(A) The DEVELOPER'S insurance shall cover the DEVELOPER for those sources of liability which would be covered by the latest edition of the standard Commercial Liability Umbrella Policy (ISO Form CU 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements.

(B) The Board of County Commissioners of Seminole County, Florida, its officials, officers and employees are to be included as Additional Insured's.

(5) Builder's All Risk Insurance. If this Contract includes construction of or additions to above ground buildings or structures, Builder's Risk coverage must be provided as follows:

(A) Form: Builder's All Risk Coverage. Coverage is to be no more restrictive than that afforded by the latest edition of Insurance Services Office Forms CP 00 20 and CP 10 30.

(B) Amount of Insurance: The amount of coverage shall be equal to one hundred percent (100%) of the completed value of such additions, buildings or structures.

(C) Maximum Deductible: The maximum deductible is FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) each claim.

(D) Waiver of Occupancy Clause or Warranty: The policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the buildings, additions or structures in the course of construction shall not be occupied without specific endorsement of the policy. The policy must be endorsed to provide that Builder's Risk coverage will continue to apply until final acceptance of the buildings, additions or structures by purchaser.

(E) Loss Payee: The COUNTY shall be included as a loss payee under the policy.


(E) Exclusions: Exclusions for design errors or defects, theft, earth movement and rainwater shall be removed.

(6) Flood Insurance:

(A) If buildings or structures are located within a special flood hazard area, flood insurance must be afforded for the lesser of the total insurable value of such buildings or structures or the maximum amount of flood insurance coverage available under the National Flood Program.

(B) The COUNTY shall be included as a loss payee under the policy.

(d) Coverage. The insurance provided by DEVELOPER pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by COUNTY or its officials, officers or employees shall be in excess of and not contributing to the insurance provided by or on behalf of DEVELOPER.

(e) Occurrence Basis.  The Workers' Compensation, Commercial General Liability and Business Auto required by this Agreement shall be provided on an occurrence basis rather than a claims-made basis.

(f) Minimum Required Coverage Levels (other than Workers' Compensation).

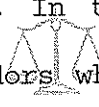
The minimum limits to be maintained by DEVELOPER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

General Aggregate	Twice (2x) the Each Occurrence Limit
Products/completed Operations	
Aggregate:	\$2,000,000.00
Personal & Advertising Injury Limit:	\$1,000,000.00
Each Occurrence Limit:	\$1,000,000.00
Business Automobile (each occurrence):	\$1,000,000.00
Commercial Umbrella:	
Aggregate Limit	\$5,000,000.00
Each Occurrence Limit	\$5,000,000.00

(g) Obligations. Compliance with the foregoing insurance requirements shall not relieve DEVELOPER, their employees or their agents of liability from any obligation under this Section or any other portions of this Agreement.

SECTION 15. ASSIGNMENT AND SUBCONTRACTS. Neither Party shall assign this Agreement nor any interest herein without the prior written consent of the other. DEVELOPER may subcontract certain necessary services as set forth in Exhibit "A" upon the written approval of the subcontract by COUNTY pursuant to Section 6 of this Agreement.

SECTION 16. HEADINGS. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation thereof.

SECTION 17. UNUSED FUNDS. In the event that COUNTY issues any funds to DEVELOPER or their vendors  which are not expended pursuant to the terms of this Agreement, such funds shall be returned to COUNTY on or before June 30, 2010.

SECTION 18. AVAILABILITY OF FUNDS. DEVELOPER acknowledges that NSP funding for this Agreement originates from HUD via Federal legislative enactment. DEVELOPER further acknowledges that COUNTY may enter or has entered into similar agreements with other organizations for the award and allocation of NSP Program funds. Therefore, COUNTY's obligation to make timely payment or reimbursement hereunder is specifically subject to and limited by continued statutory authorization for the availability and use of NSP funds for affordable housing programs such as the Project.

SECTION 19. ENTIRE AGREEMENT. This instrument, including all Exhibits hereto which are incorporated herein by reference, constitutes the entire Agreement between the Parties and supersedes all previous discussions, understandings and agreements, if any, between the Parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein or changes in the Project's scope or cost shall only be made by the Parties in writing by formal amendment hereto.

SECTION 20. NOTICE. Whenever either Party desires to give notice unto the other, notice shall be sent to:

For COUNTY:

Community Assistance Division Manager
Community Services Department
534 W. Lake Mary Blvd.
Sanford, Florida 32773



For DEVELOPER:

Gregory Clarkson, President
Clarkson Concepts, Inc.
106 Riverbend Boulevard
Longwood, Florida 32779

Either of the Parties may change, by written notice as provided herein, the address or person for receipt of notice. Mere change of the person(s) to whom notices are sent may be done by a written letter sent via first class, U.S. Mail without need for formal amendment to this Agreement. Any such change of the person(s) shall be attached to both Parties' copies of this Agreement.

SECTION 21. TERMINATION, BREACH AND REMEDIES.

(a) DEVELOPER may terminate this Agreement for good cause upon thirty (30) days prior written notice of intent to terminate delivered

to COUNTY by certified mail with a return receipt requested or by hand delivery with proof of delivery.

(b) COUNTY may terminate this Agreement with or without good cause immediately upon written notice sent to DEVELOPER.

(c) In the event of termination, DEVELOPER shall:

(1) Prepare all necessary reports and documents required under the terms of this Agreement up to the date of termination, including a final report and accounting of the type otherwise due at the end of the Project without reimbursement for services rendered in completing said reports beyond the termination date.

(2) Take any other reasonable actions related to the termination of this Agreement as directed in writing by COUNTY.

(3) Immediately return any unexpended NSP funds to COUNTY that may be in DEVELOPER's possession.

(4) Desist from making any further commitments of COUNTY NSP funds.

(d) In the event of termination, COUNTY shall pay for all completed Project costs for houses under contract to income qualified purchasers as of the date of termination.

(e) The following actions shall constitute a breach of this Agreement and default by DEVELOPER:

(1) Unauthorized or improper use of NSP funds.

(2) Failure to comply with any requirements of this Agreement and any Federal or State law or regulation.


(3) Unauthorized changes in the scope, components or costs of the Project.

(4) Submission of negligently or fraudulently prepared work orders, change orders, documents, invoices or reports to COUNTY.

(5) Unauthorized sale, rental, leasing or conveyance of possession of any Property to persons other than COUNTY approved and income qualified applicants.

(6) Actual or attempted procurement of disguised or disallowed compensation beyond that expressly allowed by this Agreement.

(7) The initiation of voluntary bankruptcy proceedings by DEVELOPER or involuntary bankruptcy proceedings by creditors of DEVELOPER or the commencement of any proceedings for the assignment of assets for the benefit of creditors pursuant to Chapter 727, Florida Statutes.


(f) Waiver by COUNTY of  breach of one provision of this Agreement shall not be deemed to be a waiver of any other subsequent breach of the same or another provision of this Agreement and shall not be construed to be a modification of the terms of this Agreement.

(g) In the event DEVELOPER breaches this Agreement, COUNTY shall have the immediate right to withhold future payments and to terminate this Agreement. COUNTY may also send a written demand for refund of all monies previously paid to DEVELOPER for any Project component that is the subject of a default hereunder. If said demand is not satisfied, COUNTY may record said written demand in the Official Records of Seminole County and it shall constitute a lien upon all real and personal property of DEVELOPER.

(h) COUNTY reserves all rights afforded by law and equity to enforce the terms of this Agreement, obtain injunctive relief or recover damages in the event of a breach by DEVELOPER.

SECTION 22. SEVERABILITY. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy or shall for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void and deemed separable from the remaining covenants or provisions of this Agreement and in no way affect the validity of the remaining covenants or provisions of this Agreement.

SECTION 23. DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under  this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement with the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

(b) DEVELOPER agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which DEVELOPER had knowledge and

failed to present during COUNTY dispute resolution procedures.

(c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the Parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

(d) The venue for any lawsuit shall be the Circuit Court for the 18th Judicial Circuit in and for Seminole County as to State law causes of action and the United States District Court, Middle District of Florida, Orlando Division as to Federal causes of action.

SECTION 24. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue to or for the benefit of any other third party.

SECTION 25. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. Amendment to this Agreement shall be required for any expansion of the Project beyond that originally contracted for herein.


SECTION 26. EQUAL OPPORTUNITY EMPLOYMENT. DEVELOPER agrees that it will not discriminate against any employee or applicant for employment for work involving matters under this Agreement because of race, color, religion, sex, age or national origin. This provision shall

include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 27. MISCELLANEOUS.

(a) The Parties represent to each other that each, respectively, has performed all things necessary as conditions precedent and therefore have the full right, power and authority to execute this Agreement.

(b) This Agreement shall be construed in accordance with the laws of the State of Florida.

(c) This agreement shall not be construed in favor of one party and against another party by virtue of the fact it was prepared by counsel for one of the parties.  Both parties acknowledge that they had ample chance to review the covenants hereof and that they had opportunity to consult with their own counsel prior to entering into this Agreement.

(d) The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties; but this provision shall in no way alter the restrictions hereon in connection with assignment.

(e) It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties or as constituting DEVELOPER, including their officers, employees and agents the agent, representative or employee of COUNTY for any purpose or in any manner

whatsoever. DEVELOPER is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

SECTION 28. EFFECTIVE DATE. This Agreement shall become effective immediately upon its execution by all parties.

SECTION 29. The COUNTY, acting by and through its Board of County Commissioners does hereby approve entry to this Agreement with DEVELOPER and authorizes execution of this instrument by the County Manager on behalf of the Board.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed:

ATTEST:

CLARKSON CONCEPTS, INC.

, Secretary

By: _____
GREGORY CLARKSON, President

[CORPORATE SEAL]


Date: _____

[Attestations continued on Page 36 of 36]

WITNESSES:

SEMINOLE COUNTY, FLORIDA

By: _____
CYNTHIA A. COTO, County Manager

Print Name

Date: _____

As authorized for execution
by the Board of County Commissioners
at their _____, 20_____
regular meeting.

Print Name

Approved as to form and
legal sufficiency.

County Attorney

AWS/lpk/sjs

6/3/09, 6/19/09

P:\Users\Legal Secretary CSB\Purchasing 2009\Agreements\RFP-4277 Single Family-Clarkson.doc

Attachments:

- Exhibit "A" - General Scope of Services
- Exhibit "B" - Developer Fee Computation Schedule
- Exhibit "C" - Monthly Report Form
- Exhibit "D" - Request for Payment Form
- Exhibit "E" - Restrictive Use Covenant Form
- Exhibit "F" - Work Order Form

EXHIBIT A
GENERAL SCOPE OF SERVICES

All capitalized words and terms herein shall have the same meanings ascribed to them in the attached Agreement.

A. OVERVIEW:

The purpose of this Scope of Services is to locate and acquire previously foreclosed upon or abandoned single family, detached homes and to rehabilitate, show and resell the homes to Low, Moderate, and Middle Income ("LMMI") households referred by COUNTY. Assistance in procurement of first mortgage financing for income qualified purchasers is also required. DEVELOPER shall contract for a minimum of three (3) homes and may contract for any larger number. In no event shall any of the housing units be sold or otherwise occupied by persons/households other than those of Low, Moderate, or Middle Income as defined in the attached Agreement. Unless otherwise specifically agreed to, all units shall be sold to persons or households who are on the COUNTY's approved NSP waiting list of eligible purchasers. COUNTY reserves the right to enter into other agreements with qualified developers in order to best assure completion of the entire Project.

B. SPECIFIC SCOPE OF SERVICES APPLICABLE TO SINGLE FAMILY HOMES:

1. The Project requires DEVELOPER(s) to acquire and rehabilitate **foreclosed upon or abandoned** single family, detached homes and sell them to income qualified purchasers identified by the COUNTY from its NSP Waiting List of approved income qualified applicants. DEVELOPER shall also be required to show identified houses to prospective applicants prior to acquisition and Rehabilitation as well as using its best efforts to obtain first mortgage financing for prospective end purchasers. Acquired and rehabilitated units shall only be sold to LMMI purchasers. DEVELOPER shall agree to acquire, rehabilitate and sell a minimum of three (3) as a condition for entry into the attached Agreement with the COUNTY. COUNTY reserves the right to enter into more than one agreement with other DEVELOPERS. **For every three (3) home acquisitions/rehabilitations approved, a minimum of two (2) shall only be sold to Low or Moderate Income purchasers and at least one (1) of every four (4) units shall resold only to Low Income households.** Expansion of the Project shall be undertaken only if Program Income is sufficient. Each proposed acquisition must be authorized by Work Order issued by the CS Administrator.

2. The COUNTY will pay with NSP funds the approved acquisition and Rehabilitation costs up to the following maximum amounts:

INCOME CATEGORY	MAXIMUM ACQUISITION AND ESTIMATED REHABILITATION COSTS
LOW INCOME (not exceeding 50% of Area Median Income)	\$120,000.00
MODERATE INCOME (greater than 50% but not exceeding 80% of Area Median Income)	\$140,000.00
MIDDLE INCOME (greater than 80% but not exceeding 120% of Area Median Income)	\$167,000.00

3. Rehabilitation costs shall be at least \$3,500.00 but shall not exceed \$15,000.00 per unit and must be pre-approved by COUNTY. Payment of Rehabilitation costs in excess of \$15,000 will only be paid if the pre-approved estimate of Rehabilitation costs is increased due to unforeseen or unanticipated problems uncovered during the Rehabilitation work which must be promptly reported to and first approved by COUNTY. In no case will Rehabilitation costs in excess of \$20,000 per acquired home be paid. NSP-assisted Rehabilitation shall be to the extent necessary to comply with applicable laws, codes, and other requirements related to housing safety, quality, and habitability. Rehabilitation shall be deemed to include improvements to increase the energy efficiency or conservation or to provide a renewable energy source or sources for such homes.

4. DEVELOPER's compensation for performance under the Agreement shall be in accordance with an agreed upon fixed DEVELOPER Fee in an amount not to exceed ELEVEN THOUSAND FIVE HUNDRED THIRTY-SIX AND 83/100 DOLLARS (\$11,536.83) per completed and resold housing unit. Compensation derived from the DEVELOPER's Fee shall be the total allowed compensation for all Project services. No other compensation shall be permitted or recoverable from the acquisition, Rehabilitation, financing procurement and resale transactions. All transaction costs for both initial acquisition and resale shall be itemized on a HUD-1 form and shall be subject to COUNTY approval. **All costs for services provided by subcontractors, third party vendors or outside lenders shall also be subject to County Approval.** Because the COUNTY is providing the end purchasers from its NSP approved waiting list of buyers, real estate commissions for the resale shall not be a recoverable expense from either NSP funds or in the sales price to the end purchaser(s). NSP Funds for DEVELOPER's acquisition shall be provided by COUNTY at the closing. Direct Rehabilitation expenses shall be paid upon completion and COUNTY approval. The Developer's Fee shall be paid upon the sale and closing of the home to the income

qualified end purchaser, subject in all respects to the terms and conditions of section 5(d) of the Agreement. **See also paragraph 23 of this Exhibit.**

5. DEVELOPER shall be a Florida state licensed real estate broker, developer, bank, mortgage lender or property management firm and may be organized as a for-profit or non-profit corporation, LLC or LLP. DEVELOPER shall have at least five (5) years housing experience and who either is or has in its employment or within its organizational structure a Florida state certified residential, building, or general contractor with a minimum of five (5) years experience in the construction or rehabilitation of single family homes. Alternatively, DEVELOPER may by subcontract acquire the services of the building contractor, subject to prior County Approval. DEVELOPER shall also be or have in its employment or within its organizational structure a state licensed real estate broker with at least five (5) years of experience. Even though the completed homes will be initially sold to applicants on the NSP Waiting List developed by the COUNTY, DEVELOPER shall also show experience in the requirements for marketing of modestly priced housing to persons or households of Low, Moderate, or Middle Income.

6. DEVELOPER shall locate and generate a list of suitable, improved, single family residential properties which are readily restorable within the maximum Rehabilitation budget described in paragraph 3, above. All prospective Properties shall have been foreclosed upon or abandoned and located within the targeted geographic areas and neighborhoods within Seminole County as identified by COUNTY. Such acquisitions shall have been vacant for at least 90 days to ensure that no relocation or displacement burdens are imposed. Prior to acquisition, DEVELOPER shall show the home(s) to prospective income qualified buyers identified and provided by COUNTY from its NSP Program waiting list. Interest expressed by the prospective end purchaser in obtaining the home shall be a prerequisite for County Approval of DEVELOPER's acquisition. All acquisitions shall be pre-approved by the COUNTY, consistent with the neighborhood targeting criteria set forth in the HUD approved NSP grant application and shall have been authorized by a Work Order prior to closing in order to qualify for NSP funding and Developer Fee compensation.

7. The acquisition price paid by DEVELOPER shall not exceed the current appraised fair market value as determined by a State licensed real property appraiser under contract with the COUNTY less the NSP Purchase Discount required by HUD for each Property. Section 2301(d)(1) of Housing and Economic Recovery Act of 2008 (HERA) limits the purchase price of a foreclosed home as follows:

"Any purchase of a foreclosed upon home or residential property under this section shall be at a discount from the current market appraised value of the home or property, taking into account its current condition, and such

discount shall ensure that purchasers are paying below-market value for the home or property."

8. The qualifying single family home to be purchased shall be inspected by a home inspector appointed by the COUNTY who shall issue a written report summarizing the condition of the property and any defects or required work to be performed to ensure the safety and welfare of the occupants of the home. Said report shall contain photographs of those conditions needing Rehabilitation. The COUNTY will provide the DEVELOPER a copy of the written report summarizing the condition of the property and any defects or required work to be performed to ensure the safety and welfare of the occupants of the home.

9. The COUNTY shall fund DEVELOPER's initial acquisition as well as the resale to the income qualified end purchaser with NSP funds according to the schedule in paragraph two (2), above. The initial purchase price must take into account the home's estimated Rehabilitation costs. **Unless the rehabilitation costs are increased to \$20,000 under the terms of the Agreement, the combined cost of the home purchase and Rehabilitation costs cannot exceed the totals shown in paragraph three (3) of this Scope of Services.** The funds for Developer's acquisition will be provided at closing subject to prior COUNTY approval and a properly documented Request for Payment Form which shall be submitted no later than ten (10) business days prior to the scheduled closing. No acquisition may be consummated until COUNTY has timely reviewed and approved the home inspection report and pertinent closing documents. If, in the COUNTY's opinion, necessary Rehabilitation is likely to exceed \$15,000.00, the property shall be deemed unsuitable for purposes of the Agreement and no NSP or other financing subsidy will be provided.

10. Prior to the closing on DEVELOPER's acquisition of the home, the COUNTY's appointed closing agent will provide to both DEVELOPER and COUNTY a completed, preliminary HUD-1 statement, a copy of the certified appraisal of the home, the purchase and sale contract, title report/ abstract and a title insurance commitment. The DEVELOPER will coordinate with the COUNTY appointed Closing Agent to ensure all documentation required to close on the selected home is provided. All closing costs shown on the HUD-1 statement shall be subject to COUNTY approval. No hidden or artfully disguised fees representing compensation to DEVELOPER above and beyond the maximums stated in paragraph 4 will be paid or subsidized with COUNTY and/or NSP funds.

11. At the time of closing of DEVELOPER's acquisition of each property, DEVELOPER shall execute and record a Restrictive Use Covenant in the form attached as Exhibit "E" to the Agreement which shall restrict the use of the property to residential occupancy only to LMMI households for twenty (20) years from the recording date of said instrument.

12. Rehabilitated units shall fully comply with all local building code requirements. DEVELOPER shall prepare all Rehabilitation plans, specifications, and documents necessary to receive written qualified price quotes from at least three (3) different subcontractors and/or vendors whenever such outside services are utilized. Before submitting any solicitations or making awards to vendors and subcontractors, DEVELOPER shall submit them to the COUNTY for review and approval. All Rehabilitation services must be pre-approved by COUNTY and authorized by Work Order. All subcontractors shall have required licenses, certifications and shall be fully insured in the amounts and types specified in Section 14 of the Agreement. DEVELOPER shall be responsible for obtaining all required local building permits, performance bonds and shall retain Project file copies of the building permits and inspection reports/approvals issued by the building official for each approved unit. Both COUNTY and DEVELOPER shall jointly monitor and inspect all Rehabilitation activities to assure compliance with applicable statutes, codes, regulations, and the Agreement. COUNTY shall not provide any funds for payment or reimbursement of Rehabilitation costs unless DEVELOPER shall first have submitted all reports and documentation required by the Agreement. **All Rehabilitation costs must be guaranteed by a performance bond, made payable to COUNTY, whether performed by DEVELOPER or a subcontractor thereof.**

13. DEVELOPER shall prepare plans and budgets necessary for the Rehabilitation of each unit with the objective of accomplishing the Rehabilitation at the lowest possible cost in order to keep the resale of the unit affordable to Low, Moderate, or Middle Income households. HERA states that any NSP-assisted rehabilitation shall be to the extent necessary to comply with applicable laws, codes, and other requirements related to housing safety, quality, and habitability. Rehabilitation includes improvements to increase the energy efficiency or conservation or to provide a renewable energy source or sources for such homes. DEVELOPER shall coordinate with the appropriate local utility company to obtain a free-of-charge energy audit. The energy audit shall be the basis for all improvements to increase energy efficiency or conservation, or to provide a renewable energy source or sources for such homes.

14. Prospective end purchasers will be taken from the NSP Waiting List developed and maintained by the COUNTY's CS Administrator. DEVELOPER will be responsible for timely selling the completed housing units to NSP Waiting List households identified by the COUNTY. COUNTY shall be responsible for verification and documentation of the income eligibility for all prospective purchasers, which information shall be provided to DEVELOPER prior to the sale and closing with the end purchaser.

15. DEVELOPER shall sell the completed units only to income qualified purchasers within the defined limits of Low, Moderate, or Middle Income. Absent the COUNTY's prior written approval, all completed units must be sold to individual/households contained on the

COUNTY's NSP Waiting List. At least two (2) of every three (3) units acquired by each DEVELOPER shall only be sold to either Low or Moderate Income households. At least one (1) of every four (4) Project homes shall be for the exclusive leasing and occupancy of Low Income households. Remaining units may be sold to Middle Income households as defined in the Agreement and within the LMMI threshold of eligibility. No units shall be sold to any households with incomes in excess of LMMI defined maximum limits.

16. The cost of boarding up, lawn mowing, simply maintaining the property in a static condition, or, in the absence of NSP-assisted rehabilitation or redevelopment of the property, the costs of completing a sales transaction or other disposition will not be considered redevelopment or Rehabilitation costs, cannot be included in the determination of a home's selling price and **shall not be eligible for NSP funding.**

17. DEVELOPER shall use its best efforts to assist applicants in procuring a first mortgage commitment and approval by a licensed financial institution (lender) from the COUNTY's SHIP Program Approved Lender List for the purchase of the unit. Each applicant will be eligible for down payment assistance in the form of a deferred payment, second mortgage from NSP funds based on their income level as follows: Low-\$80,000; Moderate-\$50,000; and Middle Income-\$20,000. DEVELOPER's services for procurement of first mortgage financing shall be compensated from the Developer's Fee only, no additional origination fees, commissions payable to DEVELOPER shall be eligible for NSP or other COUNTY subsidy. Similarly, DEVELOPER shall not be eligible nor shall COUNTY pay to DEVELOPER or any third party realtor any real estate commission arising from the resale of the home to the end purchaser by virtue of the fact that all end purchasers shall have been supplied from COUNTY's NSP approved list of applicants; thus, no additional sales and marketing efforts will be required.

18. At the time of closing, DEVELOPER shall unconditionally guarantee to the buyer the structural, electrical, mechanical (HVAC) and plumbing integrity of the home for a period of at least one year or such longer period as may be required by Florida law for particular components. The workmanship (labor) for any roofing improvements shall be guaranteed for a minimum of three (3) years from the date of completion.

19. No DEVELOPER board member, employee or any related family member of either shall receive or obtain gain, profit, or benefit in the form of a real estate commission, appraisal contract fee, or payment for any other related product or service for NSP subsidized properties purchased, rehabilitated, or sold by DEVELOPER in accordance with this Agreement.

20. DEVELOPER shall complete all acquisition, rehabilitation and re-sale to qualified purchasers of all approved single family housing units on or before June 30, 2010.

21. Pursuant to Agreement Section 7, "Reporting Requirements", DEVELOPER shall submit completed Monthly Reports in the form of Exhibit "C" to the Agreement to the COUNTY by the fifteenth (15th) day of each month after execution of this Agreement and shall continue to submit these and other required reports until all units have been acquired, rehabilitated, and sold to eligible homebuyers.

22. Preference shall be given for three (3) bedroom, two (2) bath, single family, detached houses with at least a one (1) garage or a single vehicle carport; however, a garage or carport is not necessarily required. Condominium units and one (1) bedroom/one (1) bathroom houses are not permitted.

23. At the time of closing on the sale of the Property to the approved end purchaser, COUNTY shall be reimbursed by direct payment from proceeds of the first mortgage given to the end purchaser by the selected lender for the total acquisition and direct Rehabilitation costs initially subsidized from NSP funding. Accordingly, DEVELOPER's total compensation shall consist of the agreed upon Developer Fee, and those pre-approved out-of-pocket direct costs for services rendered.

EXHIBIT B

DEVELOPER FEE COMPUTATION SCHEDULE

<p align="center"><u>FEE SCHEDULE</u> <u>Please check one</u> Single Family Home <input checked="" type="checkbox"/> Rental or Group Home <input type="checkbox"/></p>	<p align="center">FEE</p>
Fixed Fee charged to locate and generate listings of qualifying bank-owned or abandoned properties based on a County provided target area (maps to be provided) and housing characteristics.	\$1,020.00
Fixed Fee charged to coordinate the showing of a maximum of three properties to individual applicants taken from NSP Waiting List, resulting in one qualifying property identified in the County provided target areas.	\$616.67
Fixed Fee charged to acquire qualifying property for the County's benefit. (Note: Any customary realtor commissions received or entitled to your organization or by a subcontractor of your organization will be deducted from this fee.)	\$3,183.33
Fixed Fee charged for <u>property management services</u> which would include the necessary site maintenance services and any other service required to protect the County's interest in the acquired property between the initial acquisition date and the resale date.	\$2,140.83
Fixed Fee charged (a flat fee) for project management and oversight of rehabilitation efforts on each qualifying property.	\$2,242.67
Fixed Fee charged to monitor and/or perform the steps necessary to complete the follow-on sales transaction for each completed unit to income qualified purchasers identified by the County and to ensure that each purchaser receives first mortgage approval by a licensed financial institution from the County's SHIP Approved Lender List.	\$1,250.00
The total of all other fixed fees your organization would charge, that are not addressed above, in connection with initial property identification, showing, acquisition, rehabilitation efforts, and follow-on sales transaction. Note: Property Appraisal, Home Inspection and Title/Closing services will be contracted and paid by the County.)	\$1,083.33
Provide the total not to exceed amount of fixed fees per unit for the required services. (Developer's Fee)	\$11,536.83

Notes:

1) Participation: Should a client decide to discontinue participation in the NSP after a service(s) was delivered by the developer for the benefit of the client, the developer will be entitled to the individual fees associated with the delivered service(s) for doing their due diligence and acting in good faith.

2) Direct Cost: Selected agencies will have to procure homeowner's insurance at the time of acquisition until the unit is resold. All-risk necessary insurance coverage included but not limited to fire, windstorm, explosion, etc., all in an amount equal to 100% of the replacement value will be billed at actual cost. Any administrative actions associated with securing insurance are included within the property management fee service above.

Option #1: Fee charge to recruit and perform an income certification for a qualifying homebuyer (Note: This fee charge will be allowed only in the event that the NSP Waiting List becomes exhausted and the County desires to fund additional housing units).	\$783.33
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EXHIBIT C

MONTHLY REPORT

Status Report for Month of _____


DEVELOPERS:

Contact Person(s): _____

Telephone: _____

I. NARRATIVE DESCRIPTION OF ACTIVITY STATUS/MILESTONES:

III. BUDGET STATUS

ACTIVITY	BUDGET	EXPENSES PAID THIS MONTH	TOTAL EXPENSES PAID TO DATE	OUTSTANDING OBLIGATIONS	BUDGET BALANCE	EXPECTED COMPLETION DATE
<u>Work Order Number(s)</u>						
Acquisition or Rehabilitation Related Expenses	\$					
TOTAL	\$					

Any other special conditions or accomplishments:

Signed: _____

NOTE: A separate Monthly Report must be submitted for each housing unit authorized by Work Order

EXHIBIT D

REQUEST FOR PAYMENT

Developers:

Type of Activity/Project: Acquisition and rehabilitation of single family homes for Low, Moderate and Middle Income households in Seminole County.

Address of Housing Unit(s): _____

Amount Requested: _____

Purpose of Request: Acquisition / Rehabilitation / Developer Fee
(circle one)

Date of Purchase by Developer: _____

**Description of completed
Rehabilitation work
for which payment is sought:** _____



**Date of Completion of Rehabilitation
or sale to income qualified buyer:** _____

**Sale Price to Buyer
(if applicable for final payment):** _____

Date of this Request: _____

**Brief description of attached
Documentation supporting
This request for payment:** _____

**Name and Title of person
submitting this request:** _____

EXHIBIT E

This document was prepared by:
Arnold W. Schneider
Assistant County Attorney
County Attorney's Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

Please return it to:
Community Development Office
Seminole County Government
524 W. Lake Mary Blvd.
Sanford, FL 32773

RESTRICTIVE USE COVENANT

This Restrictive Use Covenant is made by _____,
whose address is _____ as
fee simple owner (the "GRANTOR"), in favor of **SEMINOLE COUNTY**, a
political subdivision of the State of Florida, whose address is
Seminole County Services Building, 1101 East First Street, Sanford,
Florida 32771 (the "GRANTEE") concerning that certain parcel of real
property the address, legal description, and parcel identification
number for which are as follows:


(Street address of affected property goes here)

and legally described as:

Parcel Identification No.:

(hereinafter called the "Property") and;

The use of the Property shall be restricted to providing single
family, owner occupied housing for Low, Moderate or Middle Income
households for a period of Twenty (20) years from the recording date
of this instrument in the Official Land Records of Seminole County,
Florida (the "Affordability Period").

"Low Income" means gross household income not to exceed fifty
percent (50%) of the median family income within the Orlando
Metropolitan Statistical Area.

"Moderate Income" means gross household income not to exceed
eighty percent (80%) of the median family income within the Orlando
Metropolitan Statistical Area.

"Middle Income" means gross household income not to exceed one hundred twenty percent (120%) of the median family income within the Orlando Metropolitan Statistical Area.

This Restrictive Use Covenant shall constitute a covenant running with the land, shall be binding upon the current GRANTOR, its successors in title, and is expressly for the benefit of GRANTOR and the GRANTEE and may be enforced by the GRANTOR or the GRANTEE in any lawful manner. This Restrictive Use Covenant may be released prior to the expiration of the Affordability Period only upon the consent of the GRANTEE as evidenced by a written instrument to that effect duly approved and executed by the Board of County Commissioners of Seminole County, Florida and recorded in the Official Records of said jurisdiction.

IN WITNESS WHEREOF, the GRANTOR, through its undersigned directors and officers has caused this instrument to be executed:

ATTEST:

[GRANTOR]

_____, Secretary

By: _____
_____, President

[CORPORATE SEAL]

Date: _____



STATE OF FLORIDA)
)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that, on this _____ day of _____, 20____, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____ as President and _____, as Secretary, of _____ a [corporation, limited liability company] organized under the laws of the State of Florida, who are personally known to me or who have produced _____ and _____ respectively, as identification. They have acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the [entity], and that they also affixed thereto the official seal of the [entity].

Print Name: _____
Notary Public in and for the County
and State Aforementioned
My commission expires: _____

**Board of County Commissioners
SEMINOLE COUNTY, FLORIDA**

WORK ORDER

Work Order Number: _____

Master Agreement No.: _____ Dated: _____
Master Agreement Title: _____
Project Title: _____

Consultant: _____
Address: _____

ATTACHMENTS TO THIS WORK ORDER:

- ☐ drawings/plans/specifications
☐ scope of services
☐ special conditions
☐ _____

METHOD OF COMPENSATION:

- ☐ fixed fee basis
☐ time basis-not-to-exceed
☐ time basis-limitation of funds
☐ retainage shall be withheld

TIME FOR COMPLETION: The services to be provided by the CONSULTANT shall commence upon execution of this Work Order by the parties, and shall be completed within calendar days from the effective date of this Work Order. Failure to meet the completion time shall be grounds for Termination of both the Work Order and the Master Agreement for Default.

WORK ORDER AMOUNT: _____ DOLLARS (\$ _____)

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

Consultant

, Secretary

By: _____
, President

(CORPORATE SEAL)

Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

WITNESSES:

(Procurement Analyst)

By: _____
, Procurement Supervisor

(Procurement Analyst)

Date: _____
As authorized by Section 8.153 Seminole
County Administrative Code.

OC # _____ ON # _____

WORK ORDER TERMS AND CONDITIONS

- a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONSULTANT to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.
- b) Term: This Work Order shall take effect on the date of its execution by the COUNTY and expires upon final delivery, inspection, acceptance, and release of the final payments and encumbrances of the last approved amount of this Work Order, unless terminated earlier in accordance with the termination provisions herein.
- c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.
- d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- e) METHOD OF COMPENSATION - If the compensation is based on a:
 - (i) FIXED FEE BASIS, then the Work Order Amount becomes the Fixed Fee Amount and the CONSULTANT shall perform all work required by this Work Order for the Fixed Fee Amount. The Fixed Fee is an all-inclusive Firm Fixed Price binding the CONSULTANT to complete the work for the Fixed Fee Amount regardless of the costs of performance. The work to be performed by the CONSULTANT shall be based on the Labor Hour Rates established in the Master Agreement that are in effect on the date of the CONSULTANT'S price proposal for this project. In no event shall the CONSULTANT be paid more than the Fixed Fee Amount.
 - (ii) TIME BASIS WITH A NOT-TO-EXCEED AMOUNT, then the Work Order Amount becomes the Not-to-Exceed Amount and the CONSULTANT shall perform all the work required by this Work Order for a sum not exceeding the Not-to-Exceed Amount. In no event is the CONSULTANT authorized to incur expenses exceeding the not-to-exceed amount without the express written consent of the COUNTY. Such consent will normally be in the form of an Amendment to this Work Order. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement that are in effect on the date of the CONSULTANT'S price proposal for this project.
 - (iii) TIME BASIS WITH A LIMITATION OF FUNDS AMOUNT, then the Work Order Amount becomes the Limitation of Funds amount and the CONSULTANT is not authorized to exceed the Limitation of Funds amount without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the COUNTY whenever the CONSULTANT has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
 - (iv) The CONSULTANT may utilize labor categories that are not included in the attached fee proposal, but that have been approved in the Master Agreement. If a substitution is necessary, the work shall be completed within the approved Time Basis (Not-To-Exceed or Limitation of Funds) Work Order Amount, and in no event shall the Work Order Amount be modified as a result of any changes in labor categories. The CONSULTANT shall submit a written request to the County's Project Manager for approval of any substitution prior to the utilization of any labor category for service, and the County Project Manager's approval of any substitution must take place prior to submission of the invoice. Any approved labor category substitution shall be based on the prevailing labor categories and their associated

hourly rates established in the Master Agreement that are in effect on the date of the County's approval for any substitution.

- f) Payment to the CONSULTANT shall be made by the COUNTY in strict accordance with the payment terms of the referenced Master Agreement.
- g) It is expressly understood by the CONSULTANT that this Work Order, until executed by the COUNTY, does not authorize the performance of any services by the CONSULTANT and that the COUNTY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONSULTANT to perform the services called for under this Work Order; if it is determined that to do so is in the best interest of the COUNTY.
- h) The CONSULTANT shall sign the Work Order first and the COUNTY second. This Work Order becomes effective and binding upon execution by the COUNTY and not until then. A copy of this Work Order will be forwarded to the CONSULTANT upon execution by the COUNTY.

**HUD NEIGHBORHOOD STABILIZATION PROGRAM ACQUISITION, REHABILITATION
AND RESALE OF RENTAL OR GROUP HOMES DEVELOPER AGREEMENT
(RFP-4277-09/RTB)**

THIS AGREEMENT is made and entered into this ____ day of _____, 2009, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida, 32771, hereinafter referred to as the "COUNTY", and **CLARKSON CONCEPTS, INC.**, a Florida for profit corporation, whose address is 106 Riverbend Boulevard, Longwood, Florida 32779, hereinafter referred to as the "DEVELOPER".

W I T N E S S E T H:

WHEREAS, COUNTY has made application to and received from the United States Department of Housing and Urban Development a grant in the amount of SEVEN MILLION NINETEEN THOUSAND FIVE HUNDRED FOURTEEN AND NO/100 DOLLARS (\$7,019,514.00) as its share of the Neighborhood Stabilization Program under Title 42 United States Code, section 5301, et seq. for the purpose of remediating the high incidence of abandoned and foreclosed residential properties in identified neighborhoods within Seminole County, of which ONE MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,800,000.00) shall be exclusively used for acquiring and rehabilitating rental housing; and

WHEREAS, one of the objectives of the Neighborhood Stabilization Program is to acquire, rehabilitate and expeditiously make affordable rental housing available to households of Low and Moderate Income as defined herein; and

WHEREAS, DEVELOPER is duly authorized to conduct business in the State of Florida and is experienced and actively involved in the acquisition, construction, rehabilitation, management and sale of affordable, rental housing units to lower income households; and

WHEREAS, COUNTY and DEVELOPER wish to collaborate in the acquisition, rehabilitation and resale of rental housing units having at least two (2) or preferably three (3) bedrooms as more fully set forth herein and in the attached Exhibits to this Agreement; and

WHEREAS, the acquired units shall be only be rented or leased to those eligible persons or households who have been pre-qualified and approved by virtue of being of Low and Moderate Income as defined in Section 2 hereof and in accordance with the Restrictive Use Covenant to be placed by DEVELOPER on each acquired Property,

NOW, THEREFORE, in consideration of the premises and mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and DEVELOPER agree as follows:

SECTION 1. RECITALS. The above recitals are true and form a material part of the Agreement upon which the parties have relied.

SECTION 2. DEFINITIONS.

"CS Administrator" means the Community Services Director or Community Assistance Division Manager or their designee within COUNTY's Community Services Department.

"County Approval" means written approval by the CS Administrator or the Board of County Commissioners as may be necessary from time to time.

"Developer Fee" shall mean the total compensation paid to DEVELOPER in the form of a flat fee in the amount of NINE THOUSAND FIVE HUNDRED SIXTY-FOUR AND 33/100 DOLLARS (\$9,564.33) per each rental unit for performance of all specified Project services as specified herein and in Exhibit "A" attached hereto. The Developer Fee shall be the sum total of the component charges specified in Exhibit "B", attached to this Agreement and fully incorporated herein by reference. The Developer Fee shall be payable to DEVELOPER upon the initial leasing of the completed rental unit to an income qualified household according to the terms and conditions set forth in Section 5(e) of this Agreement.

"HUD" shall mean the United States Department of Housing and Urban Development.

"Low Income" shall mean gross household income from all sources which is less than or equal to fifty percent (50%) of the median household income for the Orlando Metropolitan Statistical Area.


"Low or Moderate Income" or "LMI" shall mean gross household income from all sources not to exceed eighty percent (80%) of the median family income within the Orlando Metropolitan Statistical Area during the term of the Restrictive Use Period.

"Moderate Income" shall mean gross household income from all sources which is greater than fifty percent (50%) but not exceeding eighty percent (80%) of the median income for the Orlando Metropolitan Statistical Area.

"Neighborhood Stabilization Plan" or "NSP" shall mean that program authorized under the Housing and Economic Recovery Act of 2008


("HERA"), enacted on July 30, 2008 as part of Public law 110-289 which provides COUNTY up to SEVEN MILLION NINETEEN THOUSAND FIVE HUNDRED FOURTEEN AND NO/100 DOLLARS (\$7,019,514.00) for the affordable housing Project defined herein and for other programs not covered by this Agreement.

"Parties" shall mean DEVELOPER and COUNTY with respect to this Agreement.

"Project" shall mean the acquisition, Rehabilitation, leasing and, subject to prior COUNTY approval, resale of residential rental housing units for occupancy only by income qualified households of Low and Moderate Income for the duration of the Restrictive Use Period. Maximum acquisition as well as resale price of Project units shall not exceed the current market appraisal as determined by COUNTY's professional appraiser less the applicable NSP  Purchase Discount required by HUD and approved by COUNTY for each Property. Eligible rental housing may include single family houses, duplexes, or larger multi-family structures containing several units including group homes serving LMI qualified disabled persons. Condominium units and former single family homes that have been altered to a boarding house configuration may not be included in the Project. Acquired Properties shall only include vacant, abandoned and/or foreclosed, improved parcels suitable for residential rental use which have been vacant for at least ninety (90) days in certain census tracts and neighborhoods identified by COUNTY as more fully explained in Exhibit "A" hereto, fully incorporated herein by reference. Properties acquired by DEVELOPER under this Agreement shall be subject to a recorded deed restriction, executed by DEVELOPER

at the time of acquisition, limiting the occupancy of each Property to persons or households of Low and Moderate Income for a period of twenty (20) years from the date of DEVELOPER's acquisition. All terms and conditions of Exhibit "A" shall be deemed an integral part of the Project.

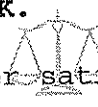
"Property" or "Properties" shall mean those vacated, abandoned or foreclosed residential real property parcels comprising the Project containing single family homes, townhomes, duplexes or multi-family units of various configurations or any combination thereof, other than condominium units and boarding houses, acquired and Rehabilitated and which shall be subject to the Restrictive Use Period. Each rental unit within a Property shall have at least two (2) bedrooms and one and one half (1½) bathrooms.

"Rehabilitation" shall mean  the repair, upgrading, refurbishing or improvement, including those to enhance energy efficiency or other work necessary to render acquired Properties compliant with all applicable State and local building codes. Rehabilitation services shall not be less than THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) nor more than FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00) per unit within the acquired Property. Said maximum amount may be increased to a maximum of TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) per unit but only in the event unanticipated problems are discovered during performance of approved tasks and must be specifically approved by COUNTY prior to commencement. Costs associated with group home conversions may exceed the FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00) per unit maximum with prior COUNTY Approval.

"Restrictive Use Covenant" shall mean that instrument prepared by COUNTY substantially in the form attached as Exhibit "E" to this Agreement and incorporated herein by reference which shall be executed and recorded by DEVELOPER, restricting each Property comprising the Project to residential tenancy only by Low and Moderate Income households for the duration of the applicable Restrictive Use Period. Said instrument shall be executed and recorded contemporaneously with the closing on DEVELOPER's initial acquisition of the subject Property.


"Restrictive Use Period" shall mean the twenty (20) year length of time for which an NSP funded, acquired and rehabilitated Property shall be leased and occupied only by a Low and Moderate Income household as established by the Restrictive Use Covenant.

SECTION 3. STATEMENT OF WORK.

(a) DEVELOPER, in a manner satisfactory to COUNTY, shall timely perform or cause to be performed the Project according to the funding guidelines of section 5 hereof and Exhibit "B", "Developer Fee Computation Schedule". Project services shall be performed, except as otherwise specifically stated herein, by DEVELOPER itself or by persons or instrumentalities solely under the dominion and control of DEVELOPER. All third party vendors or subcontractors must be approved by COUNTY prior to their engagement by DEVELOPER. Strict compliance with all terms of this Agreement and all Exhibits hereto, including particularly the Scope of Services (Exhibit "A") shall be a condition precedent to any distribution of NSP funds by COUNTY to DEVELOPER.

(b) If DEVELOPER elects to sell the acquired and Rehabilitated Property or Properties to another owner and manager of rental

properties instead of retaining ownership and control thereof, the purchaser shall be subject to pre-approval by COUNTY as an experienced, reputable owner, operator and property manager of affordable rental housing properties. Such approval shall be obtained by DEVELOPER prior to entering into any binding purchase and sale agreement with such third party. Failure of DEVELOPER to comply with this provision shall constitute an event of default, shall be grounds for unilateral termination of this Agreement, shall be grounds to refuse payment of any acquisition subsidy, payment of any Developer Fee, or Rehabilitation costs and shall give rise to a legal action against DEVELOPER for recapture of any NSP funds that may have been expended by COUNTY or initiation of any other remedy provided for in Section 21 of this Agreement.

(c) Prior County Approval  of each proposed Property acquisition shall be required in order for DEVELOPER to proceed. At least ninety percent (90%) of acquired and Rehabilitated rental units shall be for occupancy by Low Income households. County Approval shall be in the form of a Work Order in substantially the form attached as Exhibit "F" to this Agreement and incorporated herein by reference. The COUNTY reserves the right to authorize acquisition of more than one Property in any single Work Order. The amount, timing and method of payment for all services hereunder shall be in accordance with Sections 5, 6 and 7 of this Agreement. All Work Orders will be issued under and incorporate the terms of this Agreement. All acquired and rehabilitated rental housing units subsidized from NSP grant funds shall be acquired, rehabilitated leased and/or remarketed to qualified owner/management

entities by no later than June 30, 2010. In the event DEVELOPER fails to timely perform its other contracted responsibilities hereunder, COUNTY reserves the right to contract with other parties for completion of the Project when it is determined by COUNTY to be in its own best interest to do so.


(d) COUNTY authorization of specified Rehabilitation services shall also be in the form of a written Work Order issued and executed by COUNTY and signed by DEVELOPER. Each Work Order shall also describe the dates for commencement and completion of work. Rehabilitation services shall be completed within the time specified in the Work Order, but in no event later than sixty (60) days from commencement. Any Rehabilitation of a COUNTY approved Project home not completed within sixty (60) days from acquisition shall be subject to a liquidated damages assessment against DEVELOPER in the amount of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) for each day in excess of ninety (90) days.

(e) Contemporaneously with the acquisition of each Property, DEVELOPER shall also execute and record a Restrictive Use Covenant in the form attached as Exhibit "E" hereto and incorporated herein by reference. Such Restrictive Use Covenant shall be applicable to all units in any Property; accordingly, COUNTY shall not approve any acquisition that does not include all apartment or separate housing units within the Property.


SECTION 4. TERM. DEVELOPER shall fully perform the Project on or before June 30, 2010. The expiration date of this Agreement shall be September 3, 2010 to accommodate final reporting and financial

reconciliation, unless otherwise terminated or extended by the Parties. COUNTY shall not be financially liable to DEVELOPER for any Property acquisition and Rehabilitation not completed and rented or leased to an income qualified household by June 30, 2010, nor for any other fees, costs or charges not submitted by the stated expiration date hereof. The foregoing notwithstanding, Sections 11, 12, 13, 21(g) and (h) and 23 of this Agreement shall remain effective for their purposes beyond the termination date.

SECTION 5. PAYMENT. COUNTY shall pay or reimburse DEVELOPER for services rendered hereunder according to the following terms and conditions:

(a) Direct Costs of Property Acquisition: COUNTY shall pay the direct costs for Property acquisitions at the closing for each Property an amount up to but not exceeding  ONE HUNDRED FORTY-SIX THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$146,500.00) per rental unit comprising the total Property. Said amount shall also include all County pre-approved closing costs as they appear on the HUD-1 statements. The acquisition price shall take into account the expected Rehabilitation costs as the total NSP subsidy paid by COUNTY shall not exceed ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00) per rental unit for both acquisition and Rehabilitation except as specifically provided for in subsection (b), below.

(b) Direct Rehabilitation Services: These costs shall be paid upon completion of COUNTY authorized Rehabilitation services subject to receipt of final approving inspections of the local building official, County Approval of the completed work and submission of the proper

Request for Payment Form along with appropriate supporting documentation, including but not limited to, detailed invoices from DEVELOPER, subcontractors and vendors' receipts. At least THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) but not more than FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00) of Rehabilitation expenses shall be incurred for each rental unit within a Property. In the event that the Rehabilitation work on a particular unit reveals that FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00) is insufficient to complete the scheduled tasks due to the discovery of unanticipated complications, the maximum amount may, subject to prior, written County Approval, be increased to a maximum of TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) on a case by case basis. Rehabilitation costs for group homes may also exceed FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00) per unit  if pre-approved by COUNTY. Such revision shall be memorialized in a change order signed by DEVELOPER and COUNTY. Payment by COUNTY for approved Rehabilitation costs shall be as soon as practicable after receipt of all required documentation but in no event longer than thirty (30) days from receipt unless COUNTY disputes the billing in good faith.

(c) Subject only to the cost overrun provision of subparagraph (b) of this Section, in no event shall the total amount paid by COUNTY for Project acquisition and Rehabilitation services rendered under this Agreement exceed the maximum NSP subsidy per unit specified in subparagraph (a) of this Section.

(d) Payment shall only be rendered by COUNTY for services authorized in Exhibits "A" and "B" of this Agreement.

(e) Developer Fees: DEVELOPER's compensation for performance under the Agreement shall be in accordance with an agreed upon fixed fee in an amount not to exceed NINE THOUSAND FIVE HUNDRED SIXTY-FOUR AND 33/100 DOLLARS (\$9,564.33) per completed rental unit according to the schedule in Exhibit "B" to this Agreement. The Developer Fee shall be payable on a per unit basis at the time the completed unit is initially leased to an income qualified tenant household whether the Property is retained by DEVELOPER as the owner/manager or whether it is resold to a COUNTY approved, third party owner. Payment to DEVELOPER further requires timely submission of a Request for Payment Form, attached as Exhibit "D" to this Agreement. DEVELOPER shall not be entitled to any other fees for the acquisition, Rehabilitation, resale or initial leasing services other than pre-approved, documented, out-of-pocket direct costs associated with performance of the services authorized herein and the attached Scope of Services. In the event of resale by DEVELOPER to another COUNTY approved owner/operator, proceeds of that resale shall be made payable in an amount equal to the total NSP acquisition and Rehabilitation subsidy directly to COUNTY which repayment shall be remitted at the time of closing and conveyance of the Property.

(g) DEVELOPER shall not be entitled to any other compensation other than as specified in this Section. Hidden charges or artfully styled other fees and charges not pre-approved by COUNTY or which are not among the specified Developer Fee components shall not be eligible for payment or reimbursement from NSP funds, Program Income or any other funds of COUNTY or resale proceeds.

SECTION 6. PERFORMANCE BONDS AND USE OF SUBCONTRACTORS.

(a) DEVELOPER shall be required to post a performance bond at least equal to the dollar value of the COUNTY approved and authorized Rehabilitation goods and services for each Property comprising the Project. For the duration of the term hereof, DEVELOPER shall furnish COUNTY with a copy of the subject performance bond in the amount of the approved Rehabilitation budget for each Property. To the extent any special increase in Rehabilitation costs is approved by COUNTY pursuant to Section 5(b) hereof, said bond shall be increased accordingly before any such additional work commences. The performance bond shall be effective no later than the date DEVELOPER enters into a binding purchase and sale agreement for sale of the Property to DEVELOPER. The performance bond shall be issued by a reliable surety company in a form acceptable to COUNTY and shall be made payable to COUNTY. Said bond(s) shall insure that the time of delivery of the goods and services is satisfactorily met, that the Rehabilitation work performed and equipment or materials supplied meet all specifications and that all warranties shall be honored. If at any time after the execution of this Agreement, COUNTY shall deem the surety or sureties to be unsatisfactory or if for any reason the performance bond ceases to be adequate to cover the performance and payments of the work, DEVELOPER shall, at its own expense, if necessary and within fifteen (15) days after receipt of notice from COUNTY to do so, furnish additional bond(s) in such form and amounts and with such sureties as shall be satisfactory to COUNTY.

(b) If subcontractors or other professional associates are required in connection with the services covered by this Agreement, DEVELOPER shall remain fully responsible for the services of subcontractors or other professional associates. All subcontractors or other outside professionals retained by DEVELOPER shall be pre-approved by COUNTY before DEVELOPER enters into any contract with such outside subcontractors or vendors. DEVELOPER shall provide COUNTY a copy of the proposed subcontract(s) at the time approval is sought. COUNTY shall have fifteen (15) days from the date of receipt of the request and the copy of the proposed contract(s) to approve or disapprove the selected person(s). Approval or disapproval shall be in writing and signed by the CS Administrator. COUNTY's failure to timely provide written notice shall be deemed as an approval and DEVELOPER shall then be free to enter into the subcontract without further delay. DEVELOPER shall be fully responsible for the adequacy of services performed and materials provided by subcontractors as well as for prompt payment thereof and for prompt removal of any liens that may be filed by such persons. Failure to preserve or present marketable title free and clear of any such liens shall be deemed an event of default under this Agreement and shall be grounds for COUNTY to withhold remaining payments to DEVELOPER and to cash the performance bond if deemed necessary by the CS Administrator. All subcontractors and other vendors utilized by DEVELOPER shall be subject to the same insurance requirements as required for DEVELOPER under Section 14 of this Agreement. Proof of such insurance shall be

supplied in connection with any request for COUNTY approval of subcontractors.

SECTION 7. REPORTING REQUIREMENTS.

(a) In addition to the documentation required by Sections 5 and 6, DEVELOPER shall submit the following financial documentation to COUNTY:

(1) At or prior to the time of Property acquisition, a proposed closing date and, with respect to commencement of Rehabilitation, a specific list of proposed improvements, estimated costs, construction timetable chart and, if applicable, draw schedule.

(2) A completed Monthly Report in the form of attached Exhibit "C" on or before the fifteenth (15th) day of each month during the term of this Agreement.


(3) A summary of the number of Project Properties and rental units currently under contract for sale to DEVELOPER, those undergoing Rehabilitation, the percentage of completion of the units, the number of Properties completed and the number of Properties under contract for lease to income qualified households or anticipated to be under contract for resale to secondary owner/operators (this information may be submitted as an addendum to the Monthly Report);

(4) A final cumulative statement of all costs of acquisition and Rehabilitation services rendered pursuant to this Agreement. Said statement shall include any costs and charges not previously invoiced. COUNTY shall not be liable for payment of any costs, fees or charges not included in the final cumulative statement or

reported thereafter. Said statement shall be due on or before June 30, 2010.

(b) Failure by DEVELOPER to submit any report required by this Section shall allow COUNTY to withhold payment or reimbursement to DEVELOPER for any one or all Properties until such report is submitted to COUNTY as required herein.

(c) COUNTY and the general public shall have access to and, when requested, shall be provided copies of any and all of DEVELOPER's records pertaining to Project activities and the NSP funding described in this Agreement.

SECTION 8. COMPLIANCE WITH LOCAL AND STATE LAWS. During the execution and implementation of this Agreement, DEVELOPER shall comply with all applicable Federal, State and local laws, regulations, ordinances and policies, including  but not limited to, the following:

(a) Title III of Public Law 110-289 authorizing the NSP Program along with any HUD regulations promulgated in connection therewith;

(b) Title 24, Part 570, code of Federal Regulations pertaining to the Community Development Block Grant ("CDBG") program as those provisions relate to the Neighborhood Stabilization Program.

(c) Chapter 112, Florida Statutes, including particularly Part III thereof entitled "Code of Ethics For Public Officers and Employees".

(d) All written procedures and policies issued by COUNTY regarding implementation of COUNTY's NSP Program.


(e) Section 220.115, Seminole County Code (prohibiting the illegal use of public monies for unethical purposes involving COUNTY personnel). Violations of said Code provision shall be grounds for

unilateral termination of this Agreement by COUNTY.

SECTION 9. PROJECT PUBLICITY. Any news release, project sign or other type of publicity pertaining to the Project shall recognize the Seminole County Board of County Commissioners as the recipient of NSP funding from HUD and who provided Project funding to DEVELOPER.

SECTION 10. MANAGEMENT ASSISTANCE. The CS Administrator or his/her designee shall be reasonably available to DEVELOPER to provide guidance on HUD, CDBG and NSP Program requirements; provided, however, that this provision shall not be deemed to relieve DEVELOPER of any duties or obligations set forth in this Agreement or compliance with applicable laws or regulations.

SECTION 11. MAINTENANCE OF RECORDS.

(a) DEVELOPER shall, at a minimum, maintain all records required by State and local laws, rules,  regulations and procedures, including particularly, Florida Public Records Laws.

(b) DEVELOPER shall maintain such records and accounts, including but not limited to property and personnel records, as deemed necessary by Florida law and COUNTY or otherwise typical in sound business practices to assure proper accounting of all Project funds and compliance with this Agreement.

(c) All records and contracts of whatsoever type or nature required by this Agreement shall be available for audit, inspection and copying at any time during normal business hours and as often as the CS Administrator, COUNTY, HUD or other Federal or State agency may deem necessary. DEVELOPER shall retain all records and supporting documentation applicable to this Agreement for a minimum of five (5)

years after resolution of the final audit and in accordance with Florida law. If any litigation or claim is commenced prior to expiration of the five (5) years and extends beyond such time, the records shall be maintained until resolution of the litigation or claim. Any person duly authorized by COUNTY shall have full access to and the right to examine the records during such time.

SECTION 12. LIABILITY. COUNTY shall not be liable to any person, firm, entity or corporation who contracts with or who provides goods or services to DEVELOPER in connection with the services to be performed hereunder or for debts or claims accruing to such parties against DEVELOPER. This Agreement shall not create a contractual relationship, either express or implied, between COUNTY and any other person, firm or corporation supplying any work, labor, services, goods or materials to DEVELOPER as a result of services to COUNTY hereunder. Section 768.28, Florida Statutes, shall be deemed as controlling with respect to any actions in tort naming COUNTY as a defendant. Nothing in this Agreement or in this Section shall be construed as constituting a waiver of the limitations of damages and the sovereign immunity conferred on COUNTY by said statute.

SECTION 13. INDEMNIFICATION.

(a) DEVELOPER shall defend, hold harmless and indemnify COUNTY, its officers, boards, employees and agents from and against any and all liability, loss, claims, damages, costs, attorney's fees and expenses of whatsoever kind, type or nature which COUNTY may sustain, suffer or incur or be required to pay by reason of the loss of any monies paid to DEVELOPER or whomsoever resulting out of fraud, defalcation, dishonesty

or failure of DEVELOPER to comply with applicable laws, rules or regulations; or by reason or as a result of any act or omission of DEVELOPER in the performance of this Agreement or any part thereof; or by reason of a judgment over and above the limits provided by the insurance required hereunder; or by any defect in the acquisition or Rehabilitation of any portion of the Project or in the title to any affected Property; or by failure to pay vendors resulting from financial shortfalls caused by DEVELOPER's failure to supply required reports to COUNTY; or as may otherwise result in any way or instance whatsoever.


(b) In the event that any action, suit or proceeding is brought against COUNTY upon any alleged liability arising out of this Agreement or any other matter relating to this Agreement, COUNTY shall provide notice in writing thereof to DEVELOPER by certified mail, return receipt requested, addressed to DEVELOPER at its address herein provided. Upon receiving notice, DEVELOPER, at its own expense, shall diligently defend against the action, suit or proceeding and take all action necessary or proper therein to prevent the obtaining of a judgment against COUNTY.

(c) Nothing herein shall prevent COUNTY from retaining or using its own counsel if it concludes that such is essential to maintain its defense or if DEVELOPER's counsel is unable to represent COUNTY's interests due to ethical conflicts. In such circumstances, DEVELOPER shall continue to absorb those costs at their own expense.

SECTION 14. INSURANCE.

(a) General. DEVELOPER shall, at its own cost, procure the insurance required under this Section as a precondition to performance of any Project services. These same terms and required minimum levels of

insurance coverage shall also apply to all COUNTY approved subcontractors retained by DEVELOPER to perform Project services.

(1) DEVELOPER shall furnish COUNTY's Purchasing and Contract's Division with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section. COUNTY and its officials, officers and employees shall be named additional insured under the commercial general liability, business auto, flood insurance and umbrella liability policies. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation, nonrenewal notice or restriction of coverage. Policies must be specifically endorsed to provide COUNTY with such notification. Until such time as the insurance is no longer required to be maintained by DEVELOPER, DEVELOPER shall  provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with this specific Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, DEVELOPER shall, at the option of COUNTY, submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

(3) In addition to providing the Certificate of Insurance and if required by COUNTY, DEVELOPER shall, within thirty (30) days after receipt of a written request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by DEVELOPER shall relieve DEVELOPER of their full responsibility for performance of any obligation including their indemnification of COUNTY under this Agreement.

(5) Deductible/self-insured retention amounts must be declared to and approved by COUNTY, and shall be reduced or eliminated upon written request from COUNTY. The risk of loss within the deductible amount, if any, in the insurance purchased and maintained pursuant to this document will be borne by DEVELOPER.


(6) In the event of loss covered by Property Insurance, the proceeds of a claim shall be paid to COUNTY, and the COUNTY shall apportion the proceeds between the COUNTY and DEVELOPER as their interests may appear.

(7) Neither COUNTY'S review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by DEVELOPER in accordance with this Section, nor COUNTY'S decisions to raise or not to raise any objections about either or both, shall in any way relieve or decrease the liability of DEVELOPER. If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, DEVELOPER shall promptly provide to COUNTY such additional information as COUNTY may reasonably

request, and DEVELOPER shall remedy any deficiencies in the policies of insurance within 10 days.

(8) COUNTY'S authority to object to insurance shall not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of DEVELOPER or any other party.

(9) Coverage: The insurance provided by DEVELOPER pursuant to the Contract Documents shall apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Board of County Commissioners of Seminole County, Florida or the COUNTY'S officials, officers or employees shall be excess of and not contributing with the insurance provided by the DEVELOPER.

(10) Waiver of Subrogation:  All policies shall be endorsed to provide a Waiver of Subrogation clause in favor of the Board of County Commissioners of Seminole County Florida, its officials, officers and employees.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies

authorized as a group self-insurer by Section 624.4621, Florida Statutes.


(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes shall have and maintain a Rating of "A-" or better and a Financial Size Category of "VII" or better, both according to A.M. Best Company.

(3) If during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose their Certificate of Authority, (ii) no longer comply with Section 624.4621, Florida Statutes or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, DEVELOPER shall, as soon as it has knowledge of any such circumstance, immediately notify COUNTY's Purchasing and Contracts Division and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as DEVELOPER has replaced the unacceptable insurer with an insurer acceptable to COUNTY, DEVELOPER shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liabilities of DEVELOPER, DEVELOPER shall, at their sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by DEVELOPER and shall be maintained in force until the Agreement completion date.

The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) DEVELOPER's insurance shall cover DEVELOPER for liability which would be covered by the latest edition of the standard Workers' Compensation Policy (NCCI Form WC 00 00 00 A) as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. DEVELOPER will also be responsible for procuring proper proof of coverage from their subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both DEVELOPER and their subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate  coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable Federal or State law.


(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$ 500,000.00	(Each Accident)
\$ 500,000.00	(Disease-Policy Limit)
\$ 500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) DEVELOPER's insurance shall cover DEVELOPER for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.


(B) The DEVELOPER shall maintain separate limits of coverage applicable only to the Project services performed under the Agreement and related documents, i.e., work orders. The minimum limits to be maintained by the DEVELOPER shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Construction  Project(s) General Aggregate Limit endorsement ISO Form CG 25 03) to a Commercial General Liability Policy with amounts as specified in this section.

(C) DEVELOPER (applicable to construction contracts only) shall continue to maintain Products/Completed Operations coverage for a period of two years after Final Completion. The insurance shall cover those sources of liability which would be covered by the latest edition of Coverage A of the Commercial General Liability Form (ISO Form CG 00 01) or Coverage A of the Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37), as filed for use in the State of Florida by the Insurance Services Office without restrictive endorsements.

(D) The Board of County Commissioners of Seminole County, Florida, its officials, officers and employees are to be included as Additional Insured's. ISO Endorsements CG 20 10 and CG 20 37 or their equivalent shall be used to provide such Additional Insured status.

(3) Business Auto Policy

(A) The DEVELOPER'S insurance shall cover the DEVELOPER for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

(B) The Board of County Commissioners of Seminole County, Florida, its officials,  officers and employees are to be included as Additional Insured's.

(4) Umbrella Liability

(A) The DEVELOPER'S insurance shall cover the DEVELOPER for those sources of liability which would be covered by the latest edition of the standard Commercial Liability Umbrella Policy (ISO Form CU 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements.

(B) The Board of County Commissioners of Seminole County, Florida, its officials, officers and employees are to be included as Additional Insured's.


(5) Builder's All Risk Insurance. If this Contract includes construction of or additions to above ground buildings or structures,

Builder's Risk coverage must be provided as follows:

(A) Form: Builder's All Risk Coverage. Coverage is to be no more restrictive than that afforded by the latest edition of Insurance Services Office Forms CP 00 20 and CP 10 30.

(B) Amount of Insurance: The amount of coverage shall be equal to one hundred percent (100%) of the completed value of such additions, buildings or structures.

(C) Maximum Deductible: The maximum deductible is FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) each claim.

(D) Waiver of Occupancy Clause or Warranty: The policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the buildings, additions or structures in the course of construction shall not be occupied without specific endorsement of the policy.  The policy must be endorsed to provide that Builder's Risk coverage will continue to apply until final acceptance of the buildings, additions or structures by purchaser.

(E) Loss Payee: The COUNTY shall be included as a loss payee under the policy.

(E) Exclusions: Exclusions for design errors or defects, theft, earth movement and rainwater shall be removed.

(6) Flood Insurance:

(A) If buildings or structures are located within a special flood hazard area, flood insurance must be afforded for the lesser of the total insurable value of such buildings or structures or the maximum amount of flood insurance coverage available under the National Flood Program.

(B) The COUNTY shall be included as a loss payee under the policy.

(d) Coverage. The insurance provided by DEVELOPER pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by COUNTY or its officials, officers or employees shall be in excess of and not contributing to the insurance provided by or on behalf of DEVELOPER.

(e) Occurrence Basis. The Workers' Compensation, Commercial General Liability and Business Auto required by this Agreement shall be provided on an occurrence basis rather than a claims-made basis.

(f) Minimum Required Coverage Levels (other than Workers' Compensation).

The minimum limits to be maintained by DEVELOPER (inclusive of any amounts provided by an Umbrella or ~~Excess~~ policy) shall be as follows:

General Aggregate	Twice (2x) the Each Occurrence Limit
Products/completed Operations	
Aggregate:	\$2,000,000.00
Personal & Advertising Injury Limit:	\$1,000,000.00
Each Occurrence Limit:	\$1,000,000.00
Business Automobile (each occurrence):	\$1,000,000.00
Commercial Umbrella:	
Aggregate Limit	\$5,000,000.00
Each Occurrence Limit	\$5,000,000.00

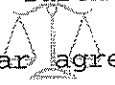
(g) Obligations. Compliance with the foregoing insurance requirements shall not relieve DEVELOPER, their employees or their agents of liability from any obligation under this Section or any other portions of this Agreement.

SECTION 15. ASSIGNMENT AND SUBCONTRACTS. Neither Party shall assign this Agreement nor any interest herein without the prior written

consent of the other. DEVELOPER may subcontract certain necessary services as set forth in Exhibit "A" upon the written approval of the subcontract by COUNTY pursuant to Section 6 of this Agreement.

SECTION 16. HEADINGS. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation thereof.

SECTION 17. UNUSED FUNDS. In the event that COUNTY issues any funds to DEVELOPER or their vendors which are not expended pursuant to the terms of this Agreement, such funds shall be returned to COUNTY on or before June 30, 2010.

SECTION 18. AVAILABILITY OF FUNDS. DEVELOPER acknowledges that NSP funding for this Agreement originates from HUD via Federal legislative enactment. DEVELOPER further acknowledges that COUNTY may enter or has entered into similar  agreements with other organizations for the award and allocation of NSP Program funds. Therefore, COUNTY's obligation to make timely payment or reimbursement hereunder is specifically subject to and limited by continued statutory authorization for the availability and use of NSP funds for affordable housing programs such as the Project.

SECTION 19. ENTIRE AGREEMENT. This instrument, including all Exhibits hereto which are incorporated herein by reference, constitutes the entire Agreement between the Parties and supersedes all previous discussions, understandings and agreements, if any, between the Parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein or changes in the Project's scope or

cost shall only be made by the Parties in writing by formal amendment hereto.


SECTION 20. NOTICE. Whenever either Party desires to give notice unto the other, notice shall be sent to:

For COUNTY:

Community Assistance Division Manager
Community Services Department
534 W. Lake Mary Blvd.
Sanford, Florida 32773

For DEVELOPER:

Gregory Clarkson, President
Clarkson Concepts, Inc.
106 Riverbend Boulevard
Longwood, Florida 32779

Either of the Parties may change, by written notice as provided herein, the address or person for receipt of notice. Mere change of the person(s) to whom notices are sent  may be done by a written letter sent via first class, U.S. Mail without need for formal amendment to this Agreement. Any such change of the person(s) shall be attached to both Parties' copies of this Agreement.

SECTION 21. TERMINATION, BREACH AND REMEDIES.

(a) DEVELOPER may terminate this Agreement for good cause upon thirty (30) days prior written notice of intent to terminate delivered to COUNTY by certified mail with a return receipt requested or by hand delivery with proof of delivery.

(b) COUNTY may terminate this Agreement with or without good cause immediately upon written notice sent to DEVELOPER.

(c) In the event of termination, DEVELOPER shall:

(1) Prepare all necessary reports and documents required under the terms of this Agreement up to the date of termination, including a final report and accounting of the type otherwise due at the end of the Project without reimbursement for services rendered in completing said reports beyond the termination date.

(2) Take any other reasonable actions related to the termination of this Agreement as directed in writing by COUNTY.

(3) Immediately return any unexpended NSP funds to COUNTY that may be in DEVELOPER's possession.

(4) Desist from making any further commitments of COUNTY NSP funds.

(d) In the event of termination, COUNTY shall pay for all previously approved and completed Project services and costs as of the date of termination.



(e) The following actions shall constitute a breach of this Agreement and default by DEVELOPER:

(1) Unauthorized or improper use of NSP funds.

(2) Failure to comply with any requirements of this Agreement and any Federal or State law or regulation.

(3) Unauthorized changes in the scope, components or costs of the Project.

(4) Submission of negligently or fraudulently prepared work orders, change orders, documents, invoices or reports to COUNTY.

(5) Unauthorized sale, rental, leasing or conveyance of possession of any Property to persons other than COUNTY pre-approved purchasers or income qualified tenants, as the case may be.

(6) Actual or attempted procurement of disguised or disallowed compensation beyond that expressly allowed by this Agreement.

(7) The initiation of voluntary bankruptcy proceedings by DEVELOPER or involuntary bankruptcy proceedings by creditors of DEVELOPER or the commencement of any proceedings for the assignment of assets for the benefit of creditors pursuant to Chapter 727, Florida Statutes.

(f) Waiver by COUNTY of breach of one provision of this Agreement shall not be deemed to be a waiver of any other subsequent breach of the same or another provision of this Agreement and shall not be construed to be a modification of the terms of this Agreement.


(g) In the event DEVELOPER breaches this Agreement, COUNTY shall have the immediate right to withhold future payments and to terminate this Agreement. COUNTY may also send a written demand for refund of all monies previously paid to DEVELOPER for any Project component that is the subject of a default hereunder. If said demand is not satisfied, COUNTY may record said written demand in the Official Records of Seminole County and it shall constitute a lien upon all real and personal property of DEVELOPER.

(h) COUNTY reserves all rights afforded by law and equity to enforce the terms of this Agreement, obtain injunctive relief or recover damages in the event of a breach by DEVELOPER.

SECTION 22. SEVERABILITY. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not

expressly prohibited or against public policy or shall for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void and deemed separable from the remaining covenants or provisions of this Agreement and in no way affect the validity of the remaining covenants or provisions of this Agreement.

SECTION 23. DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures,"  arising under this Agreement with the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

(b) DEVELOPER agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which DEVELOPER had knowledge and failed to present during COUNTY dispute resolution procedures.

(c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the Parties shall exercise best efforts to resolve disputes through mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs

of voluntary mediation shall be shared equally among the parties participating in the mediation.

(d) The venue for any lawsuit shall be the Circuit Court for the 18th Judicial Circuit in and for Seminole County as to State law causes of action and the United States District Court, Middle District of Florida, Orlando Division as to Federal causes of action.

SECTION 24. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue to or for the benefit of any other third party.

SECTION 25. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. Amendment to this Agreement shall be required for any expansion of the Project beyond that originally contracted for herein.


SECTION 26. EQUAL OPPORTUNITY EMPLOYMENT. DEVELOPER agree that it will not discriminate against any employee or applicant for employment for work involving matters under this Agreement because of race, color, religion, sex, age or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 27. MISCELLANEOUS.

(a) The Parties represent to each other that each, respectively, has performed all things necessary as conditions precedent and therefore have the full right, power and authority to execute this Agreement.

(b) This Agreement shall be construed in accordance with the laws of the State of Florida.

(c) This agreement shall not be construed in favor of one party and against another party by virtue of the fact it was prepared by counsel for one of the Parties. Both Parties acknowledge that they had ample chance to review the covenants hereof and that they had opportunity to consult with their own counsel prior to entering into this Agreement.

(d) The provisions of this  Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties; but this provision shall in no way alter the restrictions hereon in connection with assignment.

(e) It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties or as constituting DEVELOPER, including their officers, employees and agents the agent, representative or employee of COUNTY for any purpose or in any manner whatsoever. DEVELOPER is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

SECTION 28. EFFECTIVE DATE. This Agreement shall become effective immediately upon its execution by all parties.

SECTION 29. The COUNTY, acting by and through its Board of County Commissioners does hereby approve entry to this Agreement with DEVELOPER and authorizes execution of this instrument by the County Manager on behalf of the Board.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed:

ATTEST:

CLARKSON CONCEPTS, INC.

_____, Secretary

By: _____
GREGORY CLARKSON, President

[CORPORATE SEAL]

Date: _____

WITNESSES:

SEMINOLE COUNTY, FLORIDA

Print Name



By: _____
CYNTHIA A. COTO, County Manager

Date: _____

Print Name

As authorized for execution
by the Board of County Commissioners
at their _____, 20_____
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

AWS/lpk/sjs

6/3/09, 6/18/09

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Attachments:

- Exhibit "A" - General Scope of Services
- Exhibit "B" - Developer Fee Computation Schedule
- Exhibit "C" - Monthly Report Form
- Exhibit "D" - Request for Payment Form
- Exhibit "E" - Restrictive Use Covenant Form
- Exhibit "F" - Work Order Form

EXHIBIT A
GENERAL SCOPE OF SERVICES

All capitalized words and terms herein shall have the same meanings ascribed to them in the attached Agreement.

A. OVERVIEW:

The purpose of this Scope of Services is to acquire, rehabilitate, lease and/or sell to a COUNTY approved rental property owner/operator and manager a minimum of one (1) affordable, rental unit for occupancy by Low and Moderate Income households. DEVELOPER may continue as the owner, operator, lessor and property manager for acquired Properties or sell the acquired unit(s) to a qualified property management entity; however, any subsequent sale to a third party owner/operator during the Restrictive Use Period shall require prior approval of the COUNTY. In no event shall any of the rental units be leased to persons/households other than those of Low or Moderate Income as defined in the attached Agreement for twenty (20) years from the date such Properties are acquired and rehabilitated by DEVELOPER.

B. SPECIFIC SCOPE OF SERVICES APPLICABLE TO SINGLE FAMILY HOMES:

1. The Project requires DEVELOPER(s) to acquire and rehabilitate **foreclosed upon or abandoned**, residential Properties for rental, leasing and occupancy by income qualified tenants. The rental units may be owned, operated and managed by DEVELOPER directly or may be sold to a COUNTY pre-approved, experienced affordable rental housing owner/operator. Properties may consist of single family dwellings, duplexes, triplexes, townhouses or any number of units within a multi-family structure. In the event a multi-family building is selected for acquisition, the purchase must include all rental apartments within the structure, partial acquisitions or joint ventures with other entities not operating under a Developer Agreement with COUNTY are not permitted. Condominium units and old home conversions configured as boarding houses are also prohibited under the Project.

2. Acquired and rehabilitated units shall only be rented and leased to Low and Moderate households during the twenty (20) year Restrictive Use Period. DEVELOPER shall agree to acquire, rehabilitate and either own and operate or sell rental housing units as a condition for entry into the attached Agreement with the COUNTY. COUNTY reserves the right to enter into more than one agreement with other DEVELOPERS. **At least ninety (90%) of acquired and Rehabilitated units shall only be occupied by Low Income households.** Each proposed acquisition must be authorized by Work Order issued by the CS Administrator which Work Order may authorize more than one identified rental unit or Property.

3. The COUNTY will pay with NSP funds the approved acquisition and Rehabilitation costs up to a maximum of ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00) per approved unit. Accordingly, the maximum acquisition subsidy shall not exceed ONE HUNDRED FORTY-SIX THOUSAND FIVE HUNDRED DOLLARS. In all cases, DEVELOPER must factor in the estimated, required Rehabilitation costs so that the maximum per unit NSP subsidy does not exceed ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00) per approved unit. **All costs for services provided by subcontractors and any third party vendors shall be subject to COUNTY approval as a condition of NSP subsidy payments.** Real estate commissions to DEVELOPER, its related entities or subcontractor(s) for the resale of any Properties to other owners and operators shall not be a recoverable expense from either NSP funds or in the resale price to a subsequent purchaser.

4. Rehabilitation costs shall be at least \$3,500.00 but shall not exceed \$15,000.00 per unit and must be pre-approved by COUNTY. Payment of Rehabilitation costs in excess of \$15,000 will be only paid if the pre-approved estimate of Rehabilitation costs is increased due to unforeseen or unanticipated problems are uncovered during the performance of approved tasks which must be initially reported to and approved by COUNTY. In no case will Rehabilitation costs in excess of \$20,000 be paid. The foregoing notwithstanding, Rehabilitation costs for acquired group homes may exceed \$15,000.00 per unit subject to prior approval by COUNTY. NSP-assisted Rehabilitation shall be to the extent necessary to comply with applicable laws, codes, and other requirements related to housing safety, quality, and habitability. Rehabilitation shall be deemed to include improvements to increase the energy efficiency or conservation or to provide a renewable energy source or sources for such units.

5. DEVELOPER's total compensation for performance of all Project services shall be in accordance with an agreed upon fixed fee not exceeding NINE THOUSAND FIVE HUNDRED SIXTY-FOUR AND 33/100 DOLLARS (\$9,564.33) per completed and rented housing unit according to the Developer Fee Schedule set forth in Exhibit "B" to the Agreement. Compensation derived from the DEVELOPER's Fee shall be the total compensation for all acquisition, Rehabilitation and marketing/initial leasing services. **No other compensation shall be permitted or recoverable from the acquisition, sale or Rehabilitation transactions.** The purchase price and all additional acquisition costs shall be itemized on a HUD-1 form and shall be subject to COUNTY approval. NSP Funds for DEVELOPER's acquisition shall be provided by COUNTY at the closing. Direct Rehabilitation expenses shall be paid upon completion thereof and COUNTY approval. The Developer Fee shall be paid on a per rental unit basis upon the initial leasing of the unit(s) to an income qualified tenant household, whether DEVELOPER retains ownership of the Property or has conveyed it to an approved third party owner/property management entity, irrespective of whether record title to the Property has changed at the time of leasing.

6. DEVELOPER shall be a Florida state licensed real estate broker, developer, bank, mortgage lender, property management company, or a for-profit/non-profit corporation. DEVELOPER shall have at least five (5) years housing experience and who is or has in its employment or within its organizational structure or shall retain under a County approved subcontract, a Florida state certified residential, building, or general contractor with a minimum of five (5) years experience in the construction or rehabilitation of residential homes and apartments. DEVELOPER shall also be or have in its employment or within its organizational structure a state licensed real estate broker with at least five (5) years of experience. DEVELOPER shall also show experience in the requirements for marketing, leasing and managing of modestly priced rental housing to persons or households of Low and Moderate Income.

7. DEVELOPER shall locate and acquire improved real properties with existing and readily restorable single family multi-family or group home(s) and/or apartment buildings which have been foreclosed upon or abandoned within the targeted geographic areas and neighborhoods within Seminole County as identified by COUNTY to serve as income qualified residential units. **Condominium units or former single family homes that have been converted or broken up in a "boarding house" configuration are not permitted.** All apartment or rental units must have at least two (2) bedrooms and one and one-half (1½) bathrooms. Such acquisitions shall have been vacant for at least 90 days to ensure that no relocation or displacement burdens are imposed. All acquisitions must be pre-approved by the COUNTY, consistent with the neighborhood targeting criteria set forth in the HUD approved NSP grant application and shall have been authorized by a Work Order prior to closing in order to qualify for NSP funding and Developer Fee compensation.

8. Because the objective of the NSP Project is to obtain and preserve affordable rental housing inventory for the use of lower income households, the Property acquisition price paid by DEVELOPER as well as any subsequent resale price shall not exceed the current appraised fair market value as determined by a State licensed real property appraiser under contract with the COUNTY less the NSP Purchase Discount required by HUD and approved by COUNTY for each Property.

9. The Properties to be purchased shall be inspected by a home inspector appointed by the COUNTY who shall issue a written report summarizing the condition of the Property and any defects or required work to be performed to ensure the safety and welfare of the occupants. Said report shall contain photographs of those conditions needing Rehabilitation. The COUNTY will provide the DEVELOPER a copy of the written report summarizing the condition of the Property and any defects or required work to be performed to ensure the safety and welfare of the occupants of the unit(s).

10. The COUNTY shall fund DEVELOPER's initial acquisition with NSP funds according to the terms of paragraph three (3), above. The initial purchase price must take into account the Property's estimated Rehabilitation costs. **The combined cost of the home purchase and Rehabilitation costs cannot exceed the totals shown in paragraphs 3 and 4, respectively, of this Scope of Services.** The funds for Developer's acquisition will be provided at closing. No acquisition may be consummated until COUNTY has timely reviewed and approved the home inspection report and pertinent closing documents. If, in the COUNTY's opinion, necessary Rehabilitation is likely to exceed \$15,000.00, the property shall be deemed unsuitable for purposes of the Agreement and no NSP or other financing subsidy will be provided.

11. Prior to the closing on DEVELOPER's acquisition of the home, the COUNTY's appointed closing agent will provide to both DEVELOPER and COUNTY a completed, preliminary HUD-1 statement, a copy of the certified appraisal of the home, the purchase and sale contract, a title report/ abstract and a title insurance commitment. The DEVELOPER will coordinate with the COUNTY appointed Closing Agent to ensure all documentation required to close on the selected Property is provided. All closing costs shown on the HUD-1 statement shall be subject to COUNTY approval. No hidden or artfully disguised fees representing compensation to DEVELOPER above and beyond the maximums stated in paragraph 5 will be paid or subsidized with COUNTY and/or NSP funds.

12. At the time of closing of DEVELOPER's acquisition of each Property, DEVELOPER shall execute and record a Restrictive Use Covenant in the form attached as Exhibit "E" to the Agreement which shall restrict the use thereof to residential rental occupancy only to LMMI households for twenty (20) years from the recording date of said instrument.

13. Rehabilitated units shall fully comply with all local building code requirements. DEVELOPER shall prepare all Rehabilitation plans, specifications, and documents necessary to receive written qualified price quotes from at least three (3) different subcontractors and/or vendors whenever such outside services are utilized. Before submitting any solicitations or making awards to vendors and subcontractors, DEVELOPER shall submit them to the COUNTY for review and approval. All Rehabilitation services must be pre-approved by COUNTY and authorized by Work Order. All subcontractors shall have required licenses, certifications and shall be fully insured in the amounts and types specified in Section 14 of the Agreement. DEVELOPER shall be responsible for obtaining all required local building permits, performance bonds and shall retain Project file copies of the building permits and inspection reports/approvals issued by the building official for each approved unit. Both COUNTY and DEVELOPER shall jointly monitor and inspect all Rehabilitation activities to assure compliance with applicable statutes, codes, regulations, and the Agreement. COUNTY shall not provide any funds for

payment or reimbursement of Rehabilitation costs unless DEVELOPER shall first have submitted all reports and documentation required by the Agreement. **All Rehabilitation costs must be guaranteed by a performance bond, made payable to COUNTY, whether performed by DEVELOPER or a subcontractor thereof.**

14. DEVELOPER shall prepare plans and budgets necessary for the Rehabilitation of each unit with the objective of accomplishing the Rehabilitation at the lowest possible cost in order to keep the rents and related fees of the unit affordable to Low and Moderate Income households. HERA states that any NSP-assisted Rehabilitation shall be to the extent necessary to comply with applicable laws, codes, and other requirements related to housing safety, quality, and habitability. Rehabilitation includes improvements to increase the energy efficiency or conservation or to provide a renewable energy source or sources for such Properties. DEVELOPER shall coordinate with the local utility company to obtain a free-of-charge energy audit. The energy audit will be the basis for all improvements to increase energy efficiency or conservation or to provide a renewable energy source or sources for such homes.

15. DEVELOPER can either buy the rental unit Properties and continue to own, operate and manage the rental thereof in accordance with the Restrictive Use Covenant or it can resell the Properties to a third party affordable housing provider. In the case of resale, DEVELOPER shall give notice to COUNTY of the proposed conveyance prior to entering into any binding purchase and sale agreement. COUNTY shall have the right to approve or disapprove of the transaction after a reasonable investigation and evaluation of the proposed buyer. Any such prospective purchaser shall be a reputable and experienced provider and manager of affordable rental housing properties. COUNTY shall have fifteen (15) days to provide written notification of its approval or disapproval and if not timely made, DEVELOPER shall then be free to proceed with the transaction.

16. DEVELOPER and its successors in title to the acquired properties shall rent or lease the completed units only to income qualified purchasers within the defined limits of Low and Moderate Income. At least ninety percent (90%) of completed units shall be occupied only by Low Income households. No units shall be occupied by any households with incomes in excess of defined maximum limits.

17. The maximum sales price for a Property is determined by aggregating all costs of acquisition, Rehabilitation, and related activity costs, which generally may include, among other items, COUNTY approved costs related to the sale(s) of the Property.

18. The cost of boarding up, lawn mowing, simply maintaining the Property in a static condition, or, in the absence of NSP-assisted Rehabilitation or redevelopment of the Property, the costs of completing a sales transaction or other disposition will not be

considered redevelopment or Rehabilitation costs, cannot be included in the determination of a Property's selling price and **shall not be eligible for NSP funding.**

19. As a part of its Rehabilitation services, DEVELOPER shall unconditionally guarantee the structural, electrical, mechanical (HVAC) and plumbing integrity of the Property for a period of at least one year from acquisition or such longer period as may be required by Florida law for particular components. If roofing improvements are performed, the workmanship (labor) shall be guaranteed for a minimum of three (3) years from the date of completion.

20. No DEVELOPER board member, employee or any related family member of either shall receive or obtain personal gain, profit, or benefit in the form of a real estate commission, appraisal contract fee, or payment for any other related product or service for NSP subsidized properties purchased, rehabilitated, or sold by DEVELOPER in accordance with this Agreement.

21. DEVELOPER shall complete all services and responsibilities required by this Scope of Services and the Agreement on or before June 30, 2010.

22. Pursuant to Agreement Section 7, "Reporting Requirements", DEVELOPER shall submit completed Monthly Reports in the form of Exhibit "C" to the Agreement to the COUNTY by the fifteenth (15th) day of each month after execution of this Agreement and shall continue to submit these and other required reports until all units have been acquired, Rehabilitated, and leased to eligible households.

23. If an acquired Property is a single family home, preference shall be given for three (3) bedroom, two (2) bath units with at least a one (1) garage or a single vehicle carport; however, a garage or carport is not necessarily required. Multi-family units shall have at least two (2) bedrooms and one and one half (1½) bathrooms. Group homes designed to provide opportunity for independent living for disabled persons may also be included. Condominium units, one (1) bedroom/one (1) bathroom units are not permitted and former single family homes which have been reconfigured into boarding houses are not permitted.

24. If DEVELOPER elects to resell the Property or Properties to another COUNTY approved affordable housing provider, COUNTY shall be reimbursed by direct payment from proceeds of the resale in the amount equal to the total NSP subsidized acquisition and direct Rehabilitation costs initially subsidized from NSP funding. Accordingly, DEVELOPER's total compensation shall consist of the agreed upon Developer Fee and those pre-approved out-of-pocket direct costs for Project services rendered.

EXHIBIT B

DEVELOPER FEE COMPUTATION SCHEDULE

FEE SCHEDULE Please check one Single Family Home <input type="checkbox"/> Rental or Group Home <input checked="" type="checkbox"/>		FEE
Fixed Fee charged to locate and generate listings of qualifying bank-owned or abandoned properties based on a County provided target area (maps to be provided) and housing characteristics.		\$530.00
Fixed Fee charged to coordinate the showing of a maximum of three properties to individual applicants taken from NSP Waiting List, resulting in one qualifying property identified in the County provided target areas.		\$412.50
Fixed Fee charged to acquire qualifying property for the County's benefit. (Note: Any customary realtor commissions received or entitled to your organization or by a subcontractor of your organization will be deducted from this fee.)		\$3,183.33
Fixed Fee charged for property management services which would include the necessary site maintenance services and any other service required to protect the County's interest in the acquired property between the initial acquisition date and the resale date.		\$1,425.00
Fixed Fee charged (a flat fee) for project management and oversight of rehabilitation efforts on each qualifying property.		\$2,242.67
Fixed Fee charged to monitor and/or perform the steps necessary to complete the follow-on sales transactions of completed properties to firms deemed qualified for ownership and management of low income rental properties or, if Developer elects to retain ownership of said properties, for the initial leasing of completed units to income qualified tenant households.		\$687.50
The total of all other fixed fees your organization would charge, that are not addressed above, in connection with initial property identification, showing, acquisition, rehabilitation efforts, and follow-on sales transaction. Note: Property Appraisal, Home Inspection and Title/Closing services will be contracted and paid by the County.)		\$1,083.33
Provide the total not to exceed amount of fixed fees per unit for the required services. (Developer's Fee)		\$9,564.33

Notes:

1) Participation: Should a client decide to discontinue participation in the NSP after a service(s) was delivered by the developer for the benefit of the client, the developer will be entitled to the individual fees associated with the delivered service(s) for doing their due diligence and acting in good faith.

2) Direct Cost: Selected agencies will have to procure homeowner's insurance at the time of acquisition until the unit is resold. All-risk necessary insurance coverage included but not limited to fire, windstorm, explosion, etc., all in an amount equal to 100% of the replacement value will be billed at actual cost. Any administrative actions associated with securing insurance are included within the property management fee service above.

Option #1: Fee charge to recruit and perform an income certification for a qualifying homebuyer (Note: This fee charge will be allowed only in the event that the NSP Waiting List becomes exhausted and the County desires to fund additional housing units).	\$0
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EXHIBIT C

MONTHLY REPORT

Status Report for Month of _____


DEVELOPERS:

Contact Person(s): _____

Telephone: _____

I. NARRATIVE DESCRIPTION OF ACTIVITY STATUS/MILESTONES:

III. BUDGET STATUS

ACTIVITY	BUDGET	EXPENSES PAID THIS MONTH	TOTAL EXPENSES PAID TO DATE	OUTSTANDING OBLIGATIONS	BUDGET BALANCE	EXPECTED COMPLETION DATE
<u>Work Order Number(s)</u>						
Acquisition or Rehabilitation Related Expenses	\$					
TOTAL	\$					

Any other special conditions or accomplishments:

Signed: _____

NOTE: A separate Monthly Report must be submitted for each Property authorized by Work Order

EXHIBIT D

REQUEST FOR PAYMENT

Developers:

Type of Activity/Project: Acquisition and rehabilitation of rental housing units for Low and Moderate Income households in Seminole County.

Address of Housing Unit(s): _____

Amount Requested: _____

Purpose of Request: Acquisition / Rehabilitation / Developer Fee
(circle one)

Date of Purchase by Developer: _____

**Description of completed
Rehabilitation work
for which payment is sought:** _____



**Date of Completion of Rehabilitation
or sale to income qualified buyer:** _____

**Sale Price to Buyer
(if applicable for final payment):** _____

Date of this Request: _____

**Brief description of attached
Documentation supporting
This request for payment:** _____

**Name and Title of person
submitting this request:** _____

EXHIBIT E

This document was prepared by:
Arnold W. Schneider
Assistant County Attorney
County Attorney's Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

Please return it to:
Community Development Office
Seminole County Government
524 W. Lake Mary Blvd.
Sanford, FL 32773

RESTRICTIVE USE COVENANT

This Restrictive Use Covenant is made by _____,
whose address is _____ as
fee simple owner (the "GRANTOR"), in favor of **SEMINOLE COUNTY**, a
political subdivision of the State of Florida, whose address is
Seminole County Services Building, 1101 East First Street, Sanford,
Florida 32771 (the "GRANTEE") concerning that certain parcel of real
property the address, legal description, and parcel identification
number for which are as follows:


(Street address of affected property goes here)

and legally described as:

Parcel Identification No.:

(hereinafter called the "Property") and;

The use of the Property shall be restricted to providing rental
housing for occupancy only for Low and Moderate Income households for
a period of Twenty (20) years from the recording date of this
instrument in the Official Land Records of Seminole County, Florida
(the "Affordability Period").

"Low Income" means gross household income not to exceed fifty
percent (50%) of the median family income within the Orlando
Metropolitan Statistical Area.

"Moderate Income" means gross household income not to exceed
eighty percent (80%) of the median family income within the Orlando
Metropolitan Statistical Area.

This Restrictive Use Covenant shall constitute a covenant running with the land, shall be binding upon the current GRANTOR, its successors in title, and is expressly for the benefit of GRANTOR and the GRANTEE and may be enforced by the GRANTOR or the GRANTEE in any lawful manner. This Restrictive Use Covenant may be released prior to the expiration of the Affordability Period only upon the consent of the GRANTEE as evidenced by a written instrument to that effect duly approved and executed by the Board of County Commissioners of Seminole County, Florida and recorded in the Official Records of said jurisdiction.

IN WITNESS WHEREOF, the GRANTOR, through its undersigned directors and officers has caused this instrument to be executed:

ATTEST:

[GRANTOR]


_____, Secretary

By: _____
_____, President

[CORPORATE SEAL]

Date: _____

STATE OF FLORIDA)
)
COUNTY OF SEMINOLE)

 I HEREBY CERTIFY that, on this _____ day of _____, 20____, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____ as President and _____, as Secretary, of _____ a [corporation, limited liability company] organized under the laws of the State of Florida, who are personally known to me or who have produced _____ and _____ respectively, as identification. They have acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the [entity], and that they also affixed thereto the official seal of the [entity].

Print Name: _____
Notary Public in and for the County _____
and State Aforementioned
My commission expires: _____

Board of County Commissioners
SEMINOLE COUNTY, FLORIDA

WORK ORDER

Work Order Number: _____

Master Agreement No.: _____ Dated: _____
 Master Agreement Title: _____
 Project Title: _____

Consultant: _____
 Address: _____

ATTACHMENTS TO THIS WORK ORDER:

- ☐ drawings/plans/specifications
☐ scope of services
☐ special conditions
☐ _____

METHOD OF COMPENSATION:

- ☐ fixed fee basis
☐ time basis-not-to-exceed
☐ time basis-limitation of funds
☐ retainage shall be withheld

TIME FOR COMPLETION: The services to be provided by the CONSULTANT shall commence upon execution of this Work Order by the parties, and shall be completed within calendar days from the effective date of this Work Order. Failure to meet the completion time shall be grounds for Termination of both the Work Order and the Master Agreement for Default.

WORK ORDER AMOUNT: _____ DOLLARS (\$ _____)

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

Consultant

_____, Secretary

By: _____, President

(CORPORATE SEAL)

Date: _____

BOARD OF COUNTY COMMISSIONERS
 SEMINOLE COUNTY, FLORIDA

WITNESSES:

 (Procurement Analyst)

By: _____, Procurement Supervisor

 (Procurement Analyst)

Date: _____

As authorized by Section 8.153 Seminole
 County Administrative Code.

OC # _____ ON # _____

WORK ORDER TERMS AND CONDITIONS

- a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONSULTANT to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.
- b) Term: This Work Order shall take effect on the date of its execution by the COUNTY and expires upon final delivery, inspection, acceptance, and release of the final payments and encumbrances of the last approved amount of this Work Order, unless terminated earlier in accordance with the termination provisions herein.
- c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.
- d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- e) METHOD OF COMPENSATION - If the compensation is based on a:
 - (i) FIXED FEE BASIS, then the Work Order Amount becomes the Fixed Fee Amount and the CONSULTANT shall perform all work required by this Work Order for the Fixed Fee Amount. The Fixed Fee is an all-inclusive Firm Fixed Price binding the CONSULTANT to complete the work for the Fixed Fee Amount regardless of the costs of performance. The work to be performed by the CONSULTANT shall be based on the Labor Hour Rates established in the Master Agreement that are in effect on the date of the CONSULTANT'S price proposal for this project. In no event shall the CONSULTANT be paid more than the Fixed Fee Amount.
 - (ii) TIME BASIS WITH A NOT-TO-EXCEED AMOUNT, then the Work Order Amount becomes the Not-to-Exceed Amount and the CONSULTANT shall perform all the work required by this Work Order for a sum not exceeding the Not-to-Exceed Amount. In no event is the CONSULTANT authorized to incur expenses exceeding the not-to-exceed amount without the express written consent of the COUNTY. Such consent will normally be in the form of an Amendment to this Work Order. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement that are in effect on the date of the CONSULTANT'S price proposal for this project.
 - (iii) TIME BASIS WITH A LIMITATION OF FUNDS AMOUNT, then the Work Order Amount becomes the Limitation of Funds amount and the CONSULTANT is not authorized to exceed the Limitation of Funds amount without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the COUNTY whenever the CONSULTANT has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
 - (iv) The CONSULTANT may utilize labor categories that are not included in the attached fee proposal, but that have been approved in the Master Agreement. If a substitution is necessary, the work shall be completed within the approved Time Basis (Not-To-Exceed or Limitation of Funds) Work Order Amount, and in no event shall the Work Order Amount be modified as a result of any changes in labor categories. The CONSULTANT shall submit a written request to the County's Project Manager for approval of any substitution prior to the utilization of any labor category for service, and the County Project Manager's approval of any substitution must take place prior to submission of the invoice. Any approved labor category substitution shall be based on the prevailing labor categories and their associated

hourly rates established in the Master Agreement that are in effect on the date of the County's approval for any substitution.

- f) Payment to the CONSULTANT shall be made by the COUNTY in strict accordance with the payment terms of the referenced Master Agreement.
- g) It is expressly understood by the CONSULTANT that this Work Order, until executed by the COUNTY, does not authorize the performance of any services by the CONSULTANT and that the COUNTY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONSULTANT to perform the services called for under this Work Order; if it is determined that to do so is in the best interest of the COUNTY.
- h) The CONSULTANT shall sign the Work Order first and the COUNTY second. This Work Order becomes effective and binding upon execution by the COUNTY and not until then. A copy of this Work Order will be forwarded to the CONSULTANT upon execution by the COUNTY.